

## Exhibit 1

### **In The Matter Of:**

*DIRECTV, LLC v.*

*Spina, et al.*

---

*Kent Mader*

*December 15, 2015*

*DIRECTV, LLC v. Spina, et al.*

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IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION  
CASE NO. 1:15-cv-00104-JMS-TAB

DIRECTV, LLC, a California )  
limited liability company, )  
Plaintiff, )  
 )  
vs. )  
 )  
VICTOR A. SPINA, JR., WILLIAM )  
A. SPINA, JR., and )  
MARTINSVILLE CORRAL, INC., )  
Defendants. )

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IN THE MORGAN COUNTY CIRCUIT COURT  
CAUSE NO. 55C01-1505-PL-0880

THE FARMERS AUTOMOBILE )  
MANAGEMENT CORPORATION, as )  
the Attorney-in-Fact for the )  
Subscribers at The Farmers )  
Automobile Insurance )  
Association, )  
Plaintiff, )  
 )  
vs. )  
 )  
WILLIAM SPINA and DIRECTV, )  
LLC, )  
Defendants. )

---

WILLIAM SPINA, )  
Counter-Plaintiff, )  
vs. )  
 )  
THE FARMERS AUTOMOBILE )  
MANAGEMENT CORPORATION, as )  
the Attorney-in-Fact for the )  
Subscribers at The Farmers )  
Automobile Insurance )  
Association, )  
Counter-Defendant. )

IN THE MORGAN COUNTY CIRCUIT COURT  
CAUSE NO. 55C01-1507-CT-1181

VICTOR SPINA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 OWNERS INSURANCE COMPANY, )  
 )  
 Defendant. )

---

OWNERS INSURANCE COMPANY, )  
 )  
 Counter-Claimant, )  
 )  
 vs. )  
 )  
 VICTOR SPINA, )  
 )  
 Counter-Defendant. )

---

OWNERS INSURANCE COMPANY, )  
 )  
 Third-Party Plaintiff, )  
 )  
 vs. )  
 )  
 DIRECTV, LLC, )  
 )  
 Third-Party Defendant. )

THE VIDEOTAPED DEPOSITION UPON ORAL EXAMINATION OF

K E N T M A D E R,

a witness produced and sworn before me,  
Tracie L. Reemer, a Notary Public at large, in  
and for the State of Indiana, taken on behalf of  
the Defendants, at the offices of Overhauser Law  
Offices, LLC, 101 West Ohio Street, Suite 2000,  
Indianapolis, Marion County, Indiana, on December  
15, 2015, commencing at approximately 9:06 a.m.,  
pursuant to the Indiana Rules of Trial Procedure.

A P P E A R A N C E S

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1 (9:06 a.m.)

2 MR. OVERHAUSER: Today is Tuesday,  
3 December 15th. We are here for the deposition of  
4 Kent Mader, who is a 30(b)(6) representative in  
5 the case of DIRECTV vs. Victor Spina, et al, Case  
6 15-cv-104-JMS-TAB, and the 30(b)(1) deposition in  
7 the case of Farmers Automotive -- Automobile  
8 Management Corporation vs. William Spina, Morgan  
9 Circuit Court, 55C01-1505-PL-880, and Victor  
10 Spina vs. Owners Insurance Company, Morgan  
11 Circuit Court, Case No. 55C01-1507-CT-1181.

12 Will you swear in the witness, please.

13 THE COURT REPORTER: Raise your right  
14 hand, please. Do you solemnly swear or affirm  
15 that the testimony you're about to give is the  
16 truth, the whole truth, and nothing but the  
17 truth?

18 THE WITNESS: I do.

19 THE COURT REPORTER: Thank you.

20

21 KENT MADER,  
22 having been duly sworn to tell the  
23 truth, the whole truth, and nothing but  
24 the truth relating to said matter, is  
25 examined and testifies as follows:

1 DIRECT EXAMINATION,

2 QUESTIONS BY MR. OVERHAUSER:

3 Q. Can you state your name.

4 MR. LONSTEIN: Before we start, Mr.

5 Overhauser, stipulations. I assume we're going  
6 to use the same 30-day review of the transcripts  
7 for additions, deletions and corrections that we  
8 used with your clients; is that correct?

9 MR. OVERHAUSER: Yes.

10 MR. LONSTEIN: All right. So that you  
11 will provide a written -- I believe we sent ours  
12 in a written transcript -- for Mr. Mader to  
13 review and execute after the deposition, correct?

14 MR. OVERHAUSER: Do you want that sent  
15 directly to you?

16 MR. LONSTEIN: Yes, please.

17 MR. OVERHAUSER: Well, then I'm sure  
18 our court reporter can accommodate that.

19 MR. LONSTEIN: Right. In addition, I  
20 don't know if other counsel wants to be heard on  
21 the record. This is the first that DIRECTV is  
22 learning that we are doing joint depositions  
23 today with respect to two different state court  
24 actions.

25 To that extent, it could result in some

1 conflagration of both the Federal Rules and the  
2 Indiana State Rules, though they may be closely  
3 aligned or modeled procedurally. I'm certain  
4 there are some differences. To that effect, I  
5 believe it's probably an improper process without  
6 court intervention.

7 That being said, I'm going to note DIRECTV's  
8 objection to the process for the record. For the  
9 purpose of expediency, we can go ahead, and if we  
10 have to, at some further point, make appropriate  
11 application to motion to the appropriate court or  
12 courts, since I believe there are now three  
13 involved with respect to this.

14 Finally, it's noticed in the deposition that  
15 there's audiovisual transcription of the  
16 testimony as well as stenographic. I would like  
17 to know what type of file is being used to record  
18 the deposition transcript and make a request that  
19 that file be placed after the deposition in the  
20 possession of the transcriber, of the  
21 stenographer, so that, as an officer of the  
22 court, she will be able to be the custodian of  
23 that document.

24 MR. OVERHAUSER: I can provide her with  
25 a copy. It's an MP4 file.

1 MR. LONSTEIN: That's fine. So that  
2 way we can get that copy simultaneously and you  
3 can maintain it or your firm. Okay?

4 Counsel, sorry about that. I was a little  
5 long-winded. It's my east-coastedness.

6 MS. DeVORE: No problem. My name is  
7 Misti DeVore, and I represent Owners Insurance  
8 Company in the Morgan County Circuit Court case.  
9 It's under Cause No. 55C01-1507-CT-1181.

10 And Auto Owners -- or Owners also objects to  
11 this deposition based on a couple of reasons:  
12 One being that we only received notice of it  
13 approximately a week ago, and we were not  
14 contacted about the scheduling dates of this.  
15 And we did have a conflict, so the counsel that's  
16 primarily responsible for handling this couldn't  
17 be here today.

18 So we did object to the deposition in and of  
19 itself. We also object to the joint nature of  
20 the deposition, as was set out by prior counsel  
21 here today with regard to the difference in  
22 rules, and we would reserve the right to object  
23 to the use of testimony provided today in the  
24 state court action, which we're involved.

25 We also reserve the right to again depose

1           DIRECTV, whether by 30(b)(6) or by a particular  
2           representative, in the state court action  
3           separately, based on the fact that it is a  
4           separate action, there are different counsel  
5           involved in that action, and under the rules in  
6           Indiana, only counsel involved in the state court  
7           action should be present at the time of that  
8           deposition.

9           That's all I have.

10           MR. SMITH: Mark Smith. I represent  
11           Farmers Automobile Management Corporation in the  
12           case that's pending in Morgan Circuit Court under  
13           Cause No. 55C01-1505-PL-0880. And in lieu of  
14           repeating everything, I will just join in the  
15           objections that have previously been presented by  
16           counsel.

17           MR. LONSTEIN: I also have -- Wayne  
18           Lonstein again -- one more statement. I believe  
19           that Mr. Mader's deposition or anybody from  
20           DIRECTV in the state court actions will probably  
21           be done either procedurally through some  
22           application, or subpoena, since DIRECTV's counsel  
23           in those actions is not presently in the room.

24           However, I also want to state for the record  
25           that the satellite subscriber information that

1       may be inquired about or discussed is of such a  
2       nature that there may be issues where Mr. Mader  
3       will not be able to testify with third parties in  
4       the room. No disrespect intended but that's the  
5       federal law. And there may be issues where we  
6       will have to figure out some sort of construct to  
7       figure out how that testimony gets treated at  
8       that time.

9           But just so -- you may not be familiar, but  
10       there's a very strict and personal information  
11       federal statute that we have to be cognizant of  
12       in these proceedings.

13           MR. OVERHAUSER: Okay. I would just  
14       state for the record that counsel for DIRECTV in  
15       both the state court actions is Michael Wilkins.  
16       He was served with a copy of the Notice of  
17       Deposition.

18           Also, I would point out that I believe we  
19       had a protective order entered in the state court  
20       case --

21           MR. LONSTEIN: And we do --

22           MR. OVERHAUSER: -- as well as the  
23       federal court case.

24           MR. LONSTEIN: No, we don't have one in  
25       the federal court case. And so until we get one

1           in place, that will also be an issue here.

2           MS. DeVORE: We also do not have one  
3           yet for the Morgan County case.

4           MR. LONSTEIN: So I want to make sure  
5           that that's known to the parties.

6           MR. OVERHAUSER: Okay.

7 BY MR. OVERHAUSER:

8 Q. Can you state your name for the record, please.

9 A. My name is Kent Mader, K-E-N-T, M-A-D-E-R.

10 Q. And what is your address?

11 A. 2260 East Imperial Highway, in El Segundo,  
12           California 90245.

13 Q. And what is your residence address?

14           MR. LONSTEIN: Note my objection to the  
15 record. That's not relevant. He's here on  
16 behalf of DIRECTV. You don't have to answer that  
17 question.

18           MR. OVERHAUSER: With all due respect,  
19 I think it's improper for you to instruct the  
20 witness not to answer a question. He can make  
21 his own decision.

22           MR. LONSTEIN: Well, I think it's  
23 privileged, and so to that extent, as a  
24 representative of DIRECTV we can move on but I  
25 don't think he has to give his home address.

1 BY MR. OVERHAUSER:

2 Q. Can you state your home address, please?

3 A. I choose not to.

4 Q. What is your business telephone number?

5 A. 310-964-5254.

6 (Defendants' Exhibit No. 1 was marked  
7 for identification.)

8 BY MR. OVERHAUSER:

9 Q. Let me hand you what's been marked as Exhibit 1,  
10 which is an Amended Notice of Deposition of  
11 DIRECTV, LLC. It also includes the notices of  
12 deposition for the two state court actions that  
13 were referenced earlier in this transcript.

14 MR. LONSTEIN: Counsel, do you want to  
15 see this? Because it's new to me.

16 I'm going to note for the record that  
17 Exhibit 1, marked for identification, to the  
18 extent it contains the state court action  
19 reference or information, that Mr. Mader is here  
20 in a federal court action, will be able to  
21 address those things. But with respect, I would  
22 object to any content from the state court action  
23 serving as a basis for any testimony. Sorry.

24 BY MR. OVERHAUSER:

25 Q. Mr. Mader, pages 3 and 4 of Exhibit 1 are

1 30(b)(6) deposition topics. Do you see those?

2 A. I do.

3 Q. And are you DIRECTV's corporate representative  
4 for each of the 23 topics listed in Schedule A in  
5 Exhibit 1?

6 A. I am.

7 Q. And are you prepared to testify as to all 23  
8 topics today?

9 A. Yes.

10 Q. Have you been deposed before?

11 A. I have.

12 Q. About how many times?

13 A. Less than ten.

14 Q. And have they been -- all been on behalf of  
15 DIRECTV?

16 A. No.

17 Q. How many times have you been deposed on behalf of  
18 DIRECTV?

19 A. All but one of those. I don't remember the exact  
20 number of depositions I've been through.

21 Q. Okay. Can you tell me what you've done to  
22 prepare for today's deposition?

23 A. I had a meeting with my counsel, in-house, as  
24 well as Chris and Wayne.

25 Q. When you say your in-house counsel, who is that?

1 A. John Green.

2 Q. Did you talk to anyone besides your counsel and  
3 John Green?

4 A. No.

5 Q. You didn't talk to Jose Cruz to prepare for this  
6 deposition?

7 A. I did not.

8 Q. You didn't talk to Craig Spencer?

9 A. I did not.

10 Q. Did you review any documents to prepare for this  
11 deposition?

12 A. Yes, I did.

13 Q. What documents did you review to prepare for this  
14 deposition?

15 A. I reviewed some of the court documents. I'm not  
16 a lawyer so I don't remember all of them, but I  
17 reviewed the interrogatories and some of the  
18 production documents, like the affidavits from  
19 the auditor, as well as -- it would be the  
20 declaration of Craig Spencer.

21 Q. Any other documents that you reviewed?

22 A. Not that I recall.

23 Q. Did you review any of DIRECTV's responses to  
24 request for production of documents?

25 A. Yes, I believe so.

1 Q. Did you review DIRECTV's responses to request for  
2 admission?

3 A. Yes, I believe so.

4 Q. Can you tell me -- just give me a brief outline  
5 of your job history since, say, high school.

6 MR. LONSTEIN: Note my objection to the  
7 form. You can answer.

8 A. Since high school?

9 Q. Yes.

10 A. I've had various jobs in college. Waiter. I  
11 don't remember all of the jobs in college, but  
12 after college I was working for Pricewaterhouse  
13 Coopers as a public accountant, and subsequently  
14 then I joined DIRECTV in a finance function, and  
15 have been in different roles of the company for  
16 19 years, and sales information technology,  
17 customer care, supply chain, anti-piracy, and  
18 more of a current capacity in risk management.

19 Q. You mention that you were working in risk  
20 management presently?

21 A. Correct.

22 Q. And what is your present title?

23 A. Vice president.

24 Q. And how long have you been a vice president?

25 A. Probably five to six years.

1 Q. And has your -- are you a vice president of  
2 something specific at DIRECTV?

3 A. Risk management.

4 Q. And have you had that title for the last five or  
5 -- five to six years?

6 A. Yes.

7 Q. And what are your responsibilities as vice  
8 president of risk management for DIRECTV?

9 A. I lead a team that is involved with credit  
10 policy, fraud management, revenue assurance,  
11 customer remittance processing, and collections,  
12 whether it be first-party collections,  
13 third-party collections, as well as an analytic  
14 team that supports all of those functions.

15 Q. You mentioned fraud management. What is that?

16 A. It's an organization that identifies attempts to  
17 mitigate as much fraud as DIRECTV can.

18 Q. What is -- what kind of fraud are you referring  
19 to?

20 MR. LONSTEIN: Note my objection to the  
21 form of the question.

22 A. Fraud could be identity theft, it could be people  
23 manipulating their accounts to receive benefits,  
24 whether they're paying a lower amount or no  
25 amounts at all, and it could involve some other

1 sorts of activity where DIRECTV and our  
2 legitimate customers are losing money.  
3 Q. You mentioned a possible manipulation of accounts  
4 by users. Can you describe the different ways in  
5 which that might happen?

6 MR. LONSTEIN: Note my objection to the  
7 form of the question. Do you understand it?

8 A. Could you please clarify it?

9 Q. You mentioned that one of your responsibilities  
10 with regard to fraud management is investigating  
11 instances in which DIRECTV accounts are  
12 manipulated by users. How might a user  
13 manipulate their DIRECTV account?

14 MR. LONSTEIN: Again, note my  
15 objection. If you can answer.

16 A. The user may indicate that their account is in a  
17 particular name when it may not be their name.  
18 We have to rely on the subscribers to provide  
19 legitimate information to the account so that we  
20 can record it in our systems.

21 We are not there presently for every  
22 application of DIRECTV across the country and so  
23 therefore we rely on their information. They may  
24 give us false information, and we record that in  
25 our systems and treat it as such.

1 Q. You also mentioned that as part of fraud  
2 management you investigate instances in which  
3 legitimate customers have an issue.

4 MR. LONSTEIN: Note my objection to the  
5 question. I believe that's stating facts he  
6 didn't testify to. Can you rephrase it?

7 BY MR. OVERHAUSER:

8 Q. You mentioned something about legitimate  
9 customers. Do you remember that?

10 A. Yes.

11 Q. What were you referring to, what type of  
12 investigation goes on with respect to legitimate  
13 customers?

14 A. Well, I believe the fraud management department  
15 protects legitimate customers.

16 Q. From what?

17 A. From illegitimate customers.

18 Q. Okay. There are a number of terms that have come  
19 up in the course of this litigation, and I'd just  
20 like to go through them with you and ask you if  
21 you understand what they are or whether they mean  
22 anything to you.

23 The first one is "person." Do you know what  
24 a person is?

25 MR. LONSTEIN: Note my objection. In

1       context, Paul? Is it calling for a legal  
2       conclusion? If so, it's objectionable. Can you  
3       contextualize the question?

4                    MR. OVERHAUSER: You can just state  
5       your -- if you have an objection --

6                    MR. LONSTEIN: Well, that's --

7                    MR. OVERHAUSER: -- you can just  
8       state --

9                    MR. LONSTEIN: All right.

10                  MR. OVERHAUSER: -- you know, object to  
11       the form of the question.

12                  MR. LONSTEIN: Note my objection to the  
13       form of the question.

14 BY MR. OVERHAUSER:

15 Q. Mr. Mader, do you have an understanding of what  
16       the word "person" means?

17 A. Yes.

18 Q. What does a person mean to you?

19                  MR. LONSTEIN: Again, note my  
20       objection. It calls for a legal conclusion.

21 A. A human being.

22 Q. Do you know what the word "knowledge" means?

23                  MR. LONSTEIN: May I say the same  
24       objection so we can be quick?

25                  MR. OVERHAUSER: Yes.

1 BY MR. OVERHAUSER:

2 Q. What does the word "knowledge" mean to you?

3 A. Having information and an understanding.

4 Q. What does the word "facts" mean to you?

5 MR. LONSTEIN: The same objection.

6 A. Evidence, I guess, something that can be proven.

7 Q. What does the word "initiated" mean to you?

8 MR. LONSTEIN: Note my objection.

9 A. Something that is started.

10 Q. What does the term "electronic communication"  
11 mean to you?

12 MR. LONSTEIN: The same objection.

13 A. Transmission of information on an electric --  
14 electronic medium.

15 Q. What does the term "date and time" mean to you?

16 MR. LONSTEIN: The same objection. Can  
17 you separate them, please? It's compound,  
18 there's two terms.

19 MR. OVERHAUSER: My question was with  
20 respect to the term, not the word.

21 MR. LONSTEIN: Okay.

22 MR. OVERHAUSER: So I'll repeat the  
23 question.

24 BY MR. OVERHAUSER:

25 Q. What does the term "date and time" mean to you?

1 A. A particular point in time.

2 Q. What does the term "communication" mean to you?

3 MR. LONSTEIN: The same objection.

4 A. Some sort of information that is being passed  
5 from one person to another.

6 Q. What does the term "authorize" mean to you?

7 MR. LONSTEIN: The same objection.

8 A. That somebody has approved or activated  
9 something.

10 Q. What does the word "receive" mean to you?

11 MR. LONSTEIN: The same objection.

12 A. Something was given of value that was received.

13 Q. The thing that is received must be of value for  
14 it to be the word receive to apply, is that your  
15 testimony?

16 MR. LONSTEIN: Note my objection to the  
17 question.

18 A. I would clarify that and say maybe it doesn't  
19 have to have value.

20 Q. What does the word "intercept" mean to you?

21 MR. LONSTEIN: Again, note my  
22 objection; legal conclusion.

23 A. That something was received by another party.

24 Q. So any time something is received by another  
25 party it's intercepted?

1 MR. LONSTEIN: Objection; form.

2 A. I meant another party was receiving it.

3 Q. Okay. So there's -- there would be two parties,  
4 and one party might receive it, and if a  
5 different party gets it, they would be  
6 intercepting it?

7 MR. LONSTEIN: Objection to form.

8 A. That might be an example of that.

9 Q. What does the word "unlawfully" mean to you?

10 MR. LONSTEIN: Objection; it calls for  
11 a legal conclusion.

12 A. That something was done against the law.

13 Q. What does the term "all witnesses" mean to you?

14 MR. LONSTEIN: The same objection.

15 A. I don't know.

16 Q. I'm sorry?

17 A. I don't know.

18 Q. What does the term "serial numbers" mean to you?

19 MR. LONSTEIN: The same objection.

20 A. A number that is assigned to an item.

21 Q. What does the term "representative" mean to you?

22 MR. LONSTEIN: The same objection.

23 A. Could you clarify?

24 Q. When referring to a person, what does the term  
25 "representative" mean to you?

1 MR. LONSTEIN: The same objection.

2 A. That somebody might be acting on behalf of  
3 another person.

4 Q. What does the term "located" mean to you?

5 MR. LONSTEIN: The same objection.

6 A. Something was given a proper place in terms of  
7 the location.

8 MR. LONSTEIN: Mr. Overhauser, can I  
9 ask you, when you're asking these questions, are  
10 you asking Mr. Mader what his understanding is of  
11 the word generally or related to this litigation;  
12 in other words, do you want him to give you your  
13 dictionary what it means to him, or related to  
14 this litigation? Because it becomes somewhat of  
15 a challenge and it may review -- remove some of  
16 my objections if it's properly formatted so that  
17 we know what context you're answer -- asking.

18 MR. OVERHAUSER: Thank you. I'm just  
19 looking for him to answer the questions.

20 BY MR. OVERHAUSER:

21 Q. Mr. Mader, what does the word "smart card" mean  
22 to you?

23 MR. LONSTEIN: Note my objection.

24 A. Access card.

25 Q. What does the term "associated" mean to you?

1 MR. LONSTEIN: The same objection.

2 A. In relation.

3 Q. What does the word "caused" mean to you?

4 MR. LONSTEIN: The same objection; it  
5 calls for a legal conclusion.

6 A. Something that is made into effect.

7 Q. What does the word "deactivated" mean to you?

8 MR. LONSTEIN: The same objection.

9 A. Turned off.

10 Q. I've put a diagram over here. Let me -- and I'd  
11 like for you to mark on it. What I'm trying to  
12 understand --

13 A. You would like me to mark on it or not mark on  
14 it?

15 Q. I would like you to mark on it. What I'm trying  
16 to understand is just how signals that DIRECTV  
17 transmits, where they -- where they begin and  
18 where they end, and at one point during their  
19 transmission are they encrypted versus  
20 non-encrypted.

21 So if you look at the diagram next to you,  
22 you can see that I wrote on the left-hand side, I  
23 think, broadcaster and then DIRECTV. I drew a  
24 picture of a satellite, an antenna, a receiver, a  
25 smart card, a TV, and a person watching the TV.

1           Do you see that?

2           MR. LONSTEIN: Note my objection to the  
3           question both in form and in substance. I'd like  
4           to share it with counsel before the witness  
5           testifies.

6           MR. OVERHAUSER: That's fine.

7           MR. LONSTEIN: This is not marked,  
8           Mr. Overhauser.

9           MR. OVERHAUSER: Yeah. Why don't we go  
10           ahead and mark that as Exhibit 2.

11           (Defendants' Exhibit No. 2 was marked  
12           for identification.)

13           MR. LONSTEIN: With respect to  
14           Exhibit 2 that you've just marked, you've  
15           indicated in your question that it was a document  
16           created by you, and to that extent we have not  
17           had an opportunity to examine it, other than just  
18           immediately. So that I'd like to note for the  
19           record that it would be improper in form and in  
20           legal conclusion as to any of the relationships  
21           that you may be asking Mr. Mader to make based  
22           upon the information you provide him. That being  
23           said --

24           MR. OVERHAUSER: Okay.

25

1 BY MR. OVERHAUSER:

2 Q. Does DIRECTV transmit TV programming signals to  
3 satellites?

4 MR. LONSTEIN: Note my objection to the  
5 form.

6 A. Yes.

7 Q. Okay. When it transmits its programming to  
8 satellites, are -- is the programming encrypted?

9 MR. LONSTEIN: The same, the same  
10 objection, and it calls for a legal conclusion  
11 with respect to "encrypted."

12 A. I believe so.

13 Q. Okay. And does the satellite rebroadcast the TV  
14 programming signals back down to earth?

15 MR. LONSTEIN: Again, note my objection  
16 to the form of the question, and again with the  
17 legal conclusion required of "rebroadcast."

18 A. I believe so.

19 Q. Okay. I've marked on the diagram. You can  
20 probably tell there's a dashed arrow going up to  
21 a satellite and a dashed arrow going back down to  
22 an antenna. Can you mark those two arrows with  
23 the pink highlighter, please?

24 MR. LONSTEIN: Again, note my objection  
25 to any testimony or writings that Mr. Mader gives

1       or makes with respect to this diagram, which we  
2       have no reason to believe is either in scale,  
3       accurate or representative of any of the  
4       technology or facts in this case.

5           That being said, Mr. Mader, if you can do  
6       that -- can you restate the question?

7           MR. OVERHAUSER: Can you repeat the  
8       question?

9           THE COURT REPORTER: I'll just play it  
10      back here.

11           (The requested material was played back  
12      by the court reporter.)

13   A. (Witness complies.)

14   BY MR. OVERHAUSER:

15   Q. Okay. You marked just a portion of it. Is it  
16      just encrypted for a part, or is it encrypted all  
17      of the way from the satellite to the antenna and  
18      all of the way from DIRECTV to the antenna?

19           MR. LONSTEIN: Again, I'll note my  
20      objection to the legal conclusion of  
21      "encryption."

22           I'll also object to the fact that we do not  
23      have a protective order, and much of the  
24      testimony, including items such as encryption --  
25      encryption are proprietary to DIRECTV and, slash,

1       or others. So I think that it is an area of  
2       privilege.

3           To the extent that you're asking him  
4       generically of his understanding, I'm okay with  
5       that, but any specifics about the encryption  
6       process and where it is in the system is a  
7       proprietary source of information.

8           MR. OVERHAUSER: Okay.

9   BY MR. OVERHAUSER:

10   Q.    Is it your understanding that the DIRECTV signals  
11       from the ground all the way up to the satellite  
12       are encrypted the entire distance?

13   A.    I believe so.

14   Q.    Can you mark the entire distance of that upward  
15       arrow then with a pink highlighter, please?

16           MR. LONSTEIN: Which upward? That  
17       would be --

18           MR. OVERHAUSER: From DIRECTV to the  
19       satellite.

20           MR. LONSTEIN: The same objection.

21   A.    (Witness complied.)

22   Q.    And is it the same for the satellite down to the  
23       antenna --

24           MR. LONSTEIN: Again --

25   Q.    -- the entire distance?

1 MR. LONSTEIN: If you know.

2 A. I believe so.

3 Q. Okay. And when the signal -- is the DIRECTV  
4 signal then carried from the antenna to a DIRECTV  
5 receiver?

6 MR. LONSTEIN: Again, note both of my  
7 same objections, and to the degree it calls for  
8 the witness to speculate beyond his knowledge, if  
9 it is, I would make that objection.

10 MR. OVERHAUSER: Mr. Lonstein --

11 MR. LONSTEIN: Yes.

12 MR. OVERHAUSER: We have a local rule  
13 in here that discusses talking objections, and I  
14 think you are making talking objections and I  
15 request that you reframe from doing so. You can  
16 make an objection, that is, you object to the  
17 form of the question. If you need to object on  
18 the grounds of privilege, you're allowed to  
19 confer with the witness, but speaking objections  
20 are improper, they violate the local rule. You  
21 have been forwarned.

22 MR. LONSTEIN: Again, Mr. Overhauser,  
23 thank you for that information. I think I'm  
24 fully compliant.

25 Again, we're here under various sets of

1 local rules, state and federal, at our surprise,  
2 and with respect to all of these issues, because  
3 you are inquiring in areas of intellectual  
4 property and other issues, this witness may not  
5 have the authority to testify without a  
6 protective order in place, which should be a  
7 consideration between counsels, that never have  
8 been brought up.

9 So we can have that spat in the talking  
10 objection issue if you want, but I'm not going to  
11 let a witness testify to things that he has no  
12 authority to divulge. That being said, you can  
13 inquire.

14 BY MR. OVERHAUSER:

15 Q. Mr. Mader, is it your understanding that the  
16 DIRECTV signals, when transmitted between a  
17 DIRECTV antenna and a DIRECTV receiver, are  
18 encrypted?

19 A. I believe so.

20 Q. Okay. Can you mark that line with a pink  
21 highlighter, please?

22 MR. LONSTEIN: When you say "that  
23 line," which line would that be, Mr. Overhauser,  
24 for the record?

25 MR. OVERHAUSER: The line between the

1 DIRECTV antenna and the receiver coming from the  
2 left side of the receiver as shown.

3 MR. LONSTEIN: Is it possible to use  
4 another -- well, okay. That's fine. Your  
5 witness. Go on.

6 A. (Witness complied.)

7 Q. Is it your understanding that a DIRECTV receiver  
8 has the capability of decrypting a DIRECTV  
9 signal?

10 MR. LONSTEIN: The same objections with  
11 respect that I had previously mentioned.

12 A. Yes.

13 Q. Okay. So is the signal that is output, is the  
14 video signal that is output by a DIRECTV receiver  
15 and goes to a TV, is that encrypted or decrypted?

16 MR. LONSTEIN: Again, objection to  
17 form.

18 A. I don't know.

19 Q. Are DIRECTV receivers designed to be able to be  
20 used with any type of television?

21 MR. LONSTEIN: Note my objection.

22 A. I don't know.

23 Q. What is -- what is your title again for DIRECTV?

24 A. Vice president of risk management.

25 Q. Did you have a title involving the term "Signal

1                    Integrity" at one point?

2 MR. LONSTEIN: Note my objection.

3 A. Yes.

4 Q. In your capacity that involves single -- Signal  
5 Integrity, are you familiar with the extent to  
6 which DIRECTV encrypts signals?

9 A. Yes.

10 Q. Do you have an opinion as to whether or not  
11 DIRECTV signals that are remitted by a DIRECTV  
12 receiver and go to a television for viewing are  
13 encrypted?

14 MR. LONSTEIN: Note my objection;  
15 calling the witness for an opinion is improper.

16 A. There are a lot of TVs. I don't know if they  
17 work with all TVs.

18 Q. Okay. That's not my question. The question is  
19 whether or not the signal is -- do you have an  
20 opinion as to whether it is encrypted between the  
21 two devices?

22 A. I don't know.

23 MR. LONSTEIN: The same, the same  
24 objection.

1 BY MR. OVERHAUSER:

2 Q. Is DIRECTV programming encrypted when it is  
3 displayed from a television so it can be viewed  
4 by a person?

5 MR. LONSTEIN: Objection.

6 A. I don't know.

7 Q. You don't know if the picture on the TV is  
8 encrypted or not?

9 MR. LONSTEIN: Objection; asked and  
10 answered, argumentative.

11 A. I stated I don't know.

12 Q. Okay. DIRECTV gets its programming from  
13 broadcasters, correct?

14 A. Yes.

15 Q. Okay. Do you know whether the signals that  
16 DIRECTV receives from broadcasters are encrypted?

17 MR. LONSTEIN: Note my objection with  
18 respect to form, and again, some of the  
19 privileges used that I mentioned.

20 A. I don't know.

21 Q. Do DIRECTV receivers include a smart card?

22 MR. LONSTEIN: Note my objection to  
23 form and time. Can we get a time, or are you  
24 asking generically?

25 A. There are typically smart cards in receivers.

1 Q. Do you know what the function of a smart card is  
2 in a DIRECTV receiver?

3 MR. LONSTEIN: The same objection.

4 A. Yes.

5 Q. What is it?

6 A. It's typically to decrypt a signal.

7 Q. Will a DIRECTV receiver decrypt a TV signal  
8 without -- if it does not have a smart card?

9 MR. LONSTEIN: Note my objection to  
10 form and content.

11 A. Could you repeat the question?

12 Q. Can a DIRECTV receiver that is missing a smart  
13 card decrypt a DIRECTV signal?

14 MR. LONSTEIN: Objection; hypothetical.

15 A. I don't think so.

16 Q. Is DIRECTV able to send signals through its  
17 satellites to activate and deactivate specific  
18 DIRECTV receivers?

19 MR. LONSTEIN: Objection to form,  
20 proprietary.

21 A. Yes.

22 MR. LONSTEIN: Mr. Overhauser, just for  
23 the record, I am willing to save some time if we  
24 get to an agreement here today that we reach a  
25 protective order that will address these issues.

1           It'll speed up me having to say that protective  
2           testimony. We just don't have that in place,  
3           so --

4                   MR. OVERHAUSER: Yeah, that's fine.

5                   MR. LONSTEIN: Understand, you know, as  
6           you can understand as an intellectual property  
7           attorney, we want to make sure that this doesn't  
8           get into the public domain. So that's the point.  
9           I just want to put on the record for you, I'm  
10           trying to accommodate.

11                  MR. OVERHAUSER: I appreciate that.

12                  MR. LONSTEIN: Okay.

13                  MR. OVERHAUSER: The Southern District  
14           of Indiana has a standard protective order that  
15           it uses for all of its --

16                  MR. LONSTEIN: Right. And we just have  
17           to get it executed so we can --

18                  MR. OVERHAUSER: That form of agreement  
19           is acceptable to me.

20                  MR. LONSTEIN: We'll have to get --  
21           once we're executed, then we'll be in a better  
22           position.

23                  MR. OVERHAUSER: I'd like for you to  
24           pass around just a copy of the First Amended  
25           Complaint. Here, I'll give one to you and --

1 MR. SMITH: Okay.

2 MR. OVERHAUSER: I don't care which one  
3 of you hands it to the witness, but I know  
4 there's two copies that needs to go to the  
5 witness.

6 (Defendants' Exhibit No. 3 was marked  
7 for identification.)

8 BY MR. OVERHAUSER:

9 Q. Let me hand you what's been marked as Exhibit 3.  
10 Have you ever seen this document before?

11 A. I believe so.

12 Q. Is this one of the documents that you reviewed in  
13 preparation for this deposition?

14 A. Yes.

15 (Defendants' Exhibit No. 4 was marked  
16 for identification.)

17 BY MR. OVERHAUSER:

18 Q. Let me hand you what's been marked as Exhibit 4  
19 and ask you the same thing, which is the  
20 complaint from the DIRECTV suit against Victor  
21 Spina in Civil Action 105.

22 MR. SMITH: Which one is that? Oh,  
23 this is the Martinsville Corral, right?

24 MR. LONSTEIN: Right, that was --

25 MR. SMITH: The Martinsville Texas

1 Corral before consolidation?

2 MR. LONSTEIN: Right, before  
3 consolidation.

4 MR. SMITH: Thank you.

5 BY MR. OVERHAUSER:

6 Q. So have you seen the complaint marked as  
7 Exhibit 4 before?

8 A. Yes.

9 Q. And did you also review it before today's  
10 deposition?

11 A. Yes.

12 Q. Okay. Did you review each of the complaints in  
13 Exhibit 3 and 4 before they were filed?

14 MR. LONSTEIN: Note my objection. You  
15 can answer.

16 A. I don't think so.

17 Q. Did anyone at DIRECTV review the complaints  
18 comprising Exhibits 3 and 4 before they were  
19 filed?

20 MR. LONSTEIN: Note my objection to the  
21 issue of attorney/client privilege. You can  
22 answer if you know.

23 A. I don't know.

24 Q. Let me direct your attention to Exhibit 3, and  
25 specifically paragraph 5 on page 3 of Exhibit 3.

1       The last sentence of paragraph 5 begins with a  
2       statement: DIRECTV holds proprietary rights to  
3       the satellite programming it transmits. Do you  
4       see that?

5   A.   I do.

6   Q.   Okay. Is that a correct allegation?

7                    MR. LONSTEIN: Note my objection; it  
8       calls for a legal conclusion, and to form.

9   A.   I don't know.

10   Q.   So you don't know whether DIRECTV holds  
11       proprietary rights to the satellite programming  
12       it transmits?

13                    MR. LONSTEIN: Asked and answered.

14   A.   No.

15   Q.   Who would know?

16   A.   Someone in our programming department.

17   Q.   Did you talk with anyone in your programming  
18       department in preparation for this deposition?

19   A.   No.

20   Q.   Let me direct your attention to paragraph 13 of  
21       the complaint.

22                    MR. LONSTEIN: Which complaint,  
23       Mr. Overhauser?

24                    MR. OVERHAUSER: The same complaint,  
25       Exhibit 3.

1 MR. LONSTEIN: Paragraph 13?

2 MR. OVERHAUSER: Yes.

3 MR. LONSTEIN: Page 4?

4 MR. OVERHAUSER: On page 4.

5 BY MR. OVERHAUSER:

6 Q. Paragraph 13 reads: Upon information and belief,  
7 Victor A. Spina a/k/a Victor A. Spina, Jr., and  
8 William Spina a/k/a William Anthony Spina, Jr.,  
9 were the individuals with supervisory capacity  
10 and control over the activities occurring within  
11 the establishment known as Texas Corral a/k/a  
12 Shelbyville Texas Corral on June 4 of 2014.

13 What facts has DIRECTV had that support that  
14 allegation?

15 MR. LONSTEIN: Note my objection to the  
16 extent it calls for attorney/client or attorney  
17 work product or investigative work product. You  
18 can answer.

19 A. I don't know.

20 Q. You don't know why DIRECTV made this allegation?

21 MR. LONSTEIN: Objection; asked and  
22 answered.

23 A. I don't know if they are the individuals with  
24 supervisory capacity over the activities at that  
25 location or that corporation.

1 Q. Okay. Paragraph 15, which is on pages 4 to 5,  
2 alleges that Victor Spina and William Spina,  
3 quote, were individuals with close control over  
4 the internal operating procedures and employment  
5 practices of Martinsville Corral, Inc. d/b/a  
6 Texas Corral a/k/a Shelbyville Texas Corral on  
7 June 4, 2014.

8 Does DIRECTV have any facts to support that  
9 allegation?

10 MR. LONSTEIN: The same objection.

11 A. I don't know.

12 Q. Paragraph 19 of the complaint begins with a  
13 sentence: On or before June 5, 2014 --

14 MR. LONSTEIN: I'm sorry, we're talking  
15 Exhibit 3, for the record?

16 MR. OVERHAUSER: Yeah.

17 BY MR. OVERHAUSER:

18 Q. Again, paragraph 19 begins with the statement:  
19 On or about June 4, 2014, Defendants did not have  
20 a valid commercial account -- I'm sorry, let me  
21 strike that.

22 Paragraph 19 says: On or about June 4,  
23 2014, Defendants did not have a valid commercial  
24 account with DIRECTV.

25 Do you see that?

1 A. I do.

2 Q. Okay. How does DIRECTV determine whether an  
3 account is commercial or not?

4 MR. LONSTEIN: Objection to form and  
5 legal conclusion. You can answer.

6 A. We determine whether the account is commercial or  
7 not by looking at the account type.

8 Q. Where is the account type --

9 MR. LONSTEIN: Objection.

10 Q. -- information stored?

11 MR. LONSTEIN: Objection to form; the  
12 same, the privilege argument. You can answer.

13 A. In multiple systems.

14 Q. Where are there multiple systems located?

15 MR. LONSTEIN: The same objection.

16 A. I don't know.

17 Q. What are the names of the multiple systems?

18 MR. LONSTEIN: The same objection.

19 A. While it not be a comprehensive list, I would  
20 think that there'd be an ordering system. I  
21 don't necessarily know the exact name of that,  
22 and there'd be a billing system which is called  
23 STMS.

24 Q. And who puts -- who designates an account as  
25 being a commercial or some other kind of account

1 at DIRECTV?

2 MR. LONSTEIN: Note my objection; legal  
3 conclusion.

4 A. It's most likely the respective sales channel  
5 that creates the account.

6 Q. What is the sales channel, what do you mean by  
7 that term?

8 A. A specific channel that DIRECTV uses to perform a  
9 sale.

10 Q. Does that include persons that are not employees  
11 of DIRECTV?

12 MR. LONSTEIN: Objection to the term  
13 "employees," legal conclusion.

14 A. Yes, I believe so.

15 Q. Would that include DIRECTV agents or  
16 representatives?

17 MR. LONSTEIN: Again, the terms call  
18 for legal conclusions.

19 A. Yes.

20 Q. So does DIRECTV utilize various DIRECTV  
21 representatives throughout the country?

22 MR. LONSTEIN: Objection to form.

23 A. We use independent contractors around the  
24 country.

25 Q. And are they authorized to sign customers up for

1 DIRECTV accounts?

2 MR. LONSTEIN: Objection to form and  
3 conclusion.

4 A. Yes.

5 Q. About how many of these representatives does  
6 DIRECTV have around the United States?

7 MR. LONSTEIN: Objection.

8 A. I don't know.

9 Q. Do you have -- what's your best estimate?

10 MR. LONSTEIN: Objection.

11 A. In the thousands.

12 Q. And the DIRECTV representatives are authorized to  
13 access DIRECTV's systems that record whether  
14 account -- an account is commercial or  
15 noncommercial?

16 MR. LONSTEIN: Objection to form and  
17 conclusion.

18 A. I don't know.

19 Q. What are the different types of accounts that  
20 DIRECTV has?

21 MR. LONSTEIN: Objection to form. Time  
22 frame, Mr. Overhauser, are you asking --

23 A. There are residential and there are commercial  
24 accounts.

25 Q. So there's only two types?

1 A. Two basic types.

2 Q. Let me direct your attention to paragraph 28.

3 MR. LONSTEIN: Still on Exhibit 3?

4 MR. OVERHAUSER: Yeah, which is on  
5 page 8.

6 BY MR. OVERHAUSER:

7 Q. Paragraph 28 includes the phrase "goodwill and  
8 reputation." Do you see that in the middle?

9 A. I do.

10 Q. Does -- in this complaint is DIRECTV alleging  
11 that its goodwill and reputation have been  
12 damaged by the actions of the defendants?

13 MR. LONSTEIN: Objection to form.

14 A. It appears so.

15 Q. And let me direct your attention -- and in this  
16 complaint is DIRECTV seeking actual damages?

17 MR. LONSTEIN: Objection. When -- are  
18 we referring again to Exhibit 3, Mr. Overhauser?

19 MR. OVERHAUSER: Yes.

20 MR. LONSTEIN: Okay. Objection to  
21 legal conclusions.

22 A. Can you point to where in the complaint?

23 Q. Fair enough. Let me direct your attention to  
24 page 11 of Exhibit 3.

25 A. Okay.

1 Q. And specifically to subsection C. I'll just read  
2 this section out loud for you.

3 C. Award DIRECTV statutory damages in the  
4 amount of the greater of \$10,000 or \$100 per day  
5 for each day Defendants violated 18 U.S.C.  
6 Section 12 - 2511 or alternatively, DIRECTV  
7 requests judgment for actual damages -- so on and  
8 so forth. Is --

9 MR. LONSTEIN: Objection to form.

10 MR. OVERHAUSER: I haven't even asked a  
11 question yet, Counsel.

12 MR. LONSTEIN: That's the form.

13 MR. OVERHAUSER: That's not funny.

14 BY MR. OVERHAUSER:

15 Q. Is DIRECTV seeking actual damages by the  
16 complaint shown in Exhibit 3?

17 MR. LONSTEIN: Objection.

18 A. It appears so, as an alternative.

19 Q. Okay. And in subparagraph D of that same page,  
20 it again seeks actual damages under 47 U.S.C.  
21 605; would you agree?

22 MR. LONSTEIN: Objection.

23 A. Could you point me to that?

24 Q. In subsection D, the phrase "actual damages"  
25 appears in the last three lines of subsection D.

1           Do you see that?

2 A.    I do.

3           MR. LONSTEIN: The same objection.

4 BY MR. OVERHAUSER:

5 Q.    Just so we're clear, is DIRECTV also seeking  
6       actual damages from the defendants pursuant to  
7       subsection D on page 11 of Exhibit 3?

8           MR. LONSTEIN: Objection. The question  
9       misstates the document.

10 A.    It appears so.

11 Q.    And are the actual damages that DIRECTV is  
12       seeking, do they include damages to its goodwill  
13       or reputation?

14           MR. LONSTEIN: Objection; it calls for  
15       a legal conclusion.

16           MR. SMITH: I'm also going to object  
17       because that misstates the prayer for relief.  
18       There is nothing in a prayer that talks about  
19       damages for goodwill or reputation.

20           MS. DeVORE: I'll join in the  
21       objection.

22 A.    I don't know.

23 Q.    Who would know?

24           MR. LONSTEIN: Objection.

25 A.    Our attorneys.

1 Q. Okay. If DIRECTV's goodwill or reputation was  
2 damaged, would DIRECTV want compensation for that  
3 damage and --

4 MR. LONSTEIN: Objection; hypothetical.

5 A. I don't know.

6 MR. SMITH: Show me joining in the  
7 objection on that question.

8 MR. LONSTEIN: Can I -- Paul, while  
9 you're looking, what's your comfort level? We  
10 are about an hour in. Do you need a break at any  
11 particular time, do you want to --

12 THE WITNESS: Yeah, within the next few  
13 minutes that'd be great.

14 MR. LONSTEIN: Paul, can you build in  
15 somewhere that maybe, you know, a quarter after  
16 the hour or something we'll take a couple  
17 minutes --

18 MR. OVERHAUSER: Sure.

19 MR. LONSTEIN: -- comfort break? Thank  
20 you.

21 MR. OVERHAUSER: Yeah. Let me just ask  
22 about this exhibit, then we can take a break.

23 THE WITNESS: Thank you.

24 (Defendants' Exhibit No. 5 was marked  
25 for identification.)

1 BY MR. OVERHAUSER:

2 Q. Let me hand you what's been marked as Exhibit 5.

3 A. Am I done with this exhibit for now?

4 Q. Well, you can set it aside.

5 A. Okay.

6 Q. I may come back to it.

11 MR. LONSTEIN: Objection to form;  
12 objection to the phrase "terms and conditions."  
13 You can answer.

14 A. I believe I've seen this before.

15 Q. Let me direct your attention to the third page of  
16 this document, and in particular, subparagraph H  
17 on that page. I believe it's Section 1, sub H,  
18 entitled "Private Viewing." Do you see that?

19 A. I do.

20 Q. The first sentences of this says: We provide  
21 service only for your private non-commercial use,  
22 enjoyment and home viewing. The programming may  
23 not be viewed in areas open to the public or in  
24 commercial establishments.

25 Does DIRECTV attempt to exercise privacy

1 rights with respect to its programming by this  
2 subsection 1H?

3 MR. LONSTEIN: Objection to form.

4 A. I don't know.

5 Q. Who would know?

## 6 A. Our lawyers.

7 Q. Okay. You've been designated as a 30(b)(6)  
8 representative for DIRECTV. One of the topics is  
9 any agreements that DIRECTV claims to have with  
10 its subscribers. Are you saying that you're not  
11 prepared to talk about the terms of Section 1H  
12 today at this deposition?

13 MR. LONSTEIN: Objection;

14 argumentative, and misstates his testimony.

15 A. I can't talk about it.

16 Q. Because you don't know?

17 MR. LONSTEIN: Objection.

18 BY MR. OVERHAUSER:

19 Q. Let me restate that. Are you saying that you  
20 don't know whether or not DIRECTV attempts to  
21 create privacy rights through this Section 1H,  
22 entitled "Private Viewing"?

23 MR. LONSTEIN: Objection to form.

24 A. Yes. I don't know, I'm not a lawyer.

25 MR. OVERHAUSER: Do you want to take a

1 break now?

2 THE WITNESS: Sure.

3 MR. LONSTEIN: Sure.

4 THE WITNESS: Thank you.

5 (A brief recess is taken, after which

6 the following proceedings are had.)

7 BY MR. OVERHAUSER:

8 Q. Mr. Mader, has Craig Spencer been a  
9 representative of DIRECTV?

10 MR. LONSTEIN: Objection.

11 A. I believe he's an independent contractor of  
12 DIRECTV.

13 Q. That's good to know. But my question was whether  
14 he has been a representative of DIRECTV.

15 MR. LONSTEIN: Objection; calls for a  
16 legal conclusion.

17 A. I know him as an independent contractor. I don't  
18 necessarily know the legal definitions of a  
19 representative versus an independent contractor.

20 Q. Well, what does he do as an independent  
21 contractor for DIRECTV?

22 A. I believe he's -- he is or has been a dealer of  
23 ours.

24 Q. What does a dealer of DIRECTV do?

25 A. They solicit and sell customers service.

1 Q. DIRECTV services?

2 A. Yes.

3 Q. So they would represent DIRECTV services to  
4 customers?

5 MR. LONSTEIN: Objection to form.

6 A. In that context, it appears, yes.

7 Q. So would it be -- would it be fair to say that  
8 Craig Spencer has been a representative for  
9 DIRECTV?

10 MR. LONSTEIN: Objection to form.

11 A. In that context, I agree with that.

12 Q. And in that capacity would DIRECTV have the  
13 ability to sign up customers of DIRECTV?

14 MR. LONSTEIN: Objection to form.

15 A. Can you repeat the question?

16 Q. In that capacity would Craig Spencer have had a  
17 right to subscribe customers to DIRECTV's  
18 services?

19 MR. LONSTEIN: Objection to form.

20 A. Yes.

21 Q. So by subscribing a customer to DIRECTV services,  
22 that would entitle the customer to receive  
23 DIRECTV programming, correct?

24 MR. LONSTEIN: Objection to form.

25 A. Yes.

1 Q. And once a customer has been signed up -- let me  
2 strike that.

3 Once a customer has been subscribed by Craig  
4 Spencer, DIRECTV would be obligated to provide  
5 that customer with DIRECTV programming, correct?

6 MR. LONSTEIN: Objection to form and  
7 legal conclusion.

8 A. We would provide service to that customer, yes.  
9 I don't know about obligated, but we provide  
10 service.

11 Q. Well, could Craig Spencer have signed up a  
12 DIRECTV customer on his own, or would he have  
13 been required to, in every instance, get approval  
14 in advance by somebody else of DIRECTV?

15 MR. LONSTEIN: Objection to form and  
16 hypothetical.

17 A. Craig Spencer would work in conjunction with  
18 DIRECTV. I wouldn't necessarily say he has to  
19 have it approved by DIRECTV.

20 Q. Would Craig Spencer have been able to get a  
21 customer subscribed to DIRECTV without ever  
22 talking to anybody else at DIRECTV?

23 MR. LONSTEIN: Objection to form.

24 A. Yes.

25 Q. And what steps would Craig Spencer or another

1 representative do to cause a customer to have a  
2 DIRECTV subscription?

3 MR. LONSTEIN: Objection to form.

4 A. They could either talk to DIRECTV and ask to  
5 activate the account, or they might be able to do  
6 it online electronically without speaking to a  
7 DIRECTV person.

8 Q. So Craig Spencer would be able to subscribe a  
9 customer to DIRECTV services online?

10 MR. LONSTEIN: The same objection.

11 A. He may.

12 Q. Could they also -- could he also subscribe a  
13 DIRECTV customer via a touchtone telephone?

14 MR. LONSTEIN: The same objection.

15 A. I don't know.

16 Q. Can you describe in as much detail as you can the  
17 specific steps that a representative like Craig  
18 Spencer would do to subscribe a customer to  
19 DIRECTV services online?

20 MR. LONSTEIN: Objection.

21 A. He would use an online system to input the  
22 necessary information and request an activation.

23 Q. What information would need to be input for the  
24 customer?

25 MR. LONSTEIN: Note my objection to

1       form. And we're not asking a specific, just in  
2       general?

3 A. It would include, and may not be comprehensive,  
4 but it would include the customer information,  
5 such as location, it could be a name or it could  
6 be a business name, consumer name or a business  
7 name, it could be the account type as we  
8 referenced before, commercial or residential, and  
9 it would include the set-top boxes that are  
10 associated with that new activation.

11 Q. How would the set-top boxes be identified?

12 A. Through their serial numbers.

13 Q. So is a set-top box the same thing as a DIRECTV  
14 receiver?

15 A. Yes.

16 Q. And each one has a unique serial number?

17 A. I believe so.

18 Q. Does DIRECTV ship DIRECTV receivers directly to  
19 consumers?

20 MR. LONSTEIN: Objection.

21 A. Yes.

22 Q. Does DIRECTV ship DIRECTV receivers to its  
23 representatives like Craig Spencer?

24 MR. LONSTEIN: Objection.

25 A. I believe so.

1 Q. Does DIRECTV keep track of, for each receiver it  
2 ships, to whom it ships the receiver?

3 MR. LONSTEIN: Objection to form.

4 A. I don't know.

5 Q. Has DIRECTV ever investigated the serial numbers  
6 on the receivers that were associated with the  
7 DIRECTV account that is at issue in this  
8 litigation?

9 MR. LONSTEIN: Objection to form, to  
10 the extent that he can answer yes or no without  
11 divulging any attorney work product.

12 A. I believe so.

13 Q. And what have you learned from that  
14 investigation?

15 A. Could you clarify the question?

16 Q. I believe you testified that DIRECTV has  
17 investigated whom the receivers that were  
18 associated with the DIRECTV subscription in this  
19 case were originally sent to by DIRECTV.

20 A. Were originally sent to by DIRECTV? I'm not  
21 understanding that part.

22 Q. Yeah, this is getting confusing. I'll ask it in  
23 another way.

24 There are a variety of DIRECTV receivers  
25 that have been associated with the DIRECTV

1 account at issue in this case, right?

2 MR. LONSTEIN: Objection to form.

3 A. Yes, I believe so.

4 Q. And has anyone at DIRECTV ever looked up the  
5 serial numbers of those receivers to see to whom  
6 they were shipped?

7 MR. LONSTEIN: The same objection.

8 A. I don't know.

9 Q. Are you ever aware of any instance in which a  
10 representative of DIRECTV that signs up a  
11 customer has made a mistake in entering a  
12 customer's information into the DIRECTV online  
13 system?

14 MR. LONSTEIN: Objection to form, it  
15 calls for a hypothetical.

16 A. Yes.

17 Q. So do DIRECTV's systems that it uses to track  
18 information about its subscribers have one  
19 hundred percent correct information all the time?

20 MR. LONSTEIN: Objection to form.

21 A. No.

22 Q. So DIRECTV systems that it uses to track customer  
23 information has mistaken information in it,  
24 correct?

25 MR. LONSTEIN: Objection to form,

1 assumes facts not testified to.

2 A. Yeah. If it's not a hundred percent, there might  
3 be some errors in there.

4 Q. Did Craig Spencer provide the information used to  
5 set up the account for the DIRECTV subscription  
6 that's at issue in this litigation?

7 A. I don't know.

8 Q. Do you know whether the DIRECTV subscription that  
9 is at issue in this litigation is associated with  
10 Craig Spencer?

11 MR. LONSTEIN: Objection to form and  
12 the term "associated."

13 A. I believe so.

14 Q. And how did you come to that conclusion?

15 A. Speaking with counsel.

16 Q. Did you look up any information in DIRECTV's  
17 customer information database to verify that?

18 A. I did.

19 Q. And did it confirm that Craig Spencer was  
20 associated with the DIRECTV subscription that is  
21 at issue in this litigation?

22 A. Upon looking at those documents, I do not  
23 remember.

24 Q. But based on the conversations you've had with  
25 DIRECTV's attorneys, you now believe that Craig

1                   Spencer set up the account?

2                   MR. LONSTEIN: Objection to form.

3   A.    I don't know.

4   Q.    Okay, forgive me. I thought you just testified a  
5        minute ago that Craig Spencer was associated with  
6        the subscription that's at issue in this  
7        litigation.

8   A.    That's correct.

9   Q.    But now you say you don't know.

10                  MR. LONSTEIN: Objection.

11   Q.    Can you explain?

12   A.    Sure. I believe your question was something to  
13        the effect of whether Craig Spencer set the  
14        account up. I don't know that. He's associated  
15        with the account, based on my conversations with  
16        legal counsel, but I do not know whether he set  
17        it up personally.

18   Q.    Okay. Is it your understanding that whoever did  
19        set it up used Craig Spencer's dealer number to  
20        do so?

21                  MR. LONSTEIN: Objection.

22   A.    Yes.

23   Q.    Is it your understanding that Craig Spencer or  
24        persons acting at his direction installed the  
25        DIRECTV receivers at the Shelbyville Texas Corral

1 and the Martinsville Texas Corral?

2 MR. LONSTEIN: Objection to form.

3 A. I don't know.

4 Q. Do you have any idea at all who installed the  
5 DIRECTV receivers that are located -- strike  
6 that.

7 Do you have any idea at all who installed  
8 the DIRECTV receivers that were located at the  
9 Shelbyville Texas Corral and the Martinsville  
10 Texas Corral?

11 MR. LONSTEIN: Objection to form.

12 A. I don't.

13 Q. Do you have any reason to believe that Craig  
14 Spencer or persons operating at his direction did  
15 not install those receivers at the Shelbyville  
16 Texas Corral and Martinsville Texas Corral?

17 MR. LONSTEIN: Form.

18 A. I don't know.

19 Q. Is it your understanding that someone affiliated  
20 with Craig -- strike that.

21 Is it your understanding that someone using  
22 Craig Spencer's DIRECTV dealer number specified  
23 the subscription type for the DIRECTV receivers  
24 located at the Shelbyville Texas Corral and the  
25 Martinsville Texas Corral?

1 MR. LONSTEIN: Objection to form.

2 A. I don't know.

3 Q. Does DIRECTV have any information that would  
4 contradict the assertion that Craig Spencer or  
5 persons at his direction installed the DIRECTV  
6 receivers at the Shelbyville Texas Corral and the  
7 Martinsville Texas Corral?

8 MR. LONSTEIN: Objection to form.

9 A. I don't think so.

10 Q. Does DIRECTV have any information that would  
11 contradict the assertion that Craig Spencer or  
12 persons working at his direction set up the  
13 subscription for the DIRECTV receivers located at  
14 the Shelbyville Texas Corral and the Martinsville  
15 Texas Corral?

16 MR. LONSTEIN: The same objection.

17 A. I don't know.

18 Q. You don't know whether DIRECTV has any  
19 information that would contradict that assertion  
20 or --

21 MR. LONSTEIN: Asked and answered.

22 Q. -- you don't know or you're not aware of any  
23 information that contradicts the assertion?

24 A. I don't know.

25 Q. Did DIRECTV take any action that caused the

1 DIRECTV receivers at the Shelbyville Texas Corral  
2 and the Martinsville Texas Corral to be able to  
3 receive satellite programming from DIRECTV?

4 MR. LONSTEIN: Objection to form.

5 A. Could you clarify the question?

6 Q. Okay. When a new customer get a subscription to  
7 DIRECTV and gets a DIRECTV receiver, does DIRECTV  
8 need to authorize that receiver by sending it a  
9 signal?

10 MR. LONSTEIN: Objection to form.

11 A. Yes.

12 Q. Did DIRECTV authorize the receivers that were  
13 located at the Shelbyville Texas Corral and the  
14 Martinsville Texas Corral so that they were able  
15 to receive satellite programming from DIRECTV?

16 MR. LONSTEIN: Objection to form.

17 A. I believe so.

18 Q. Just so we're clear, is it your understanding  
19 that the DIRECTV receivers located at the  
20 Martinsville Texas Corral and Shelbyville Texas  
21 Corral were associated with DIRECTV account  
22 number -- I think it's on here -- 45448353?

23 MR. LONSTEIN: Objection to form, and  
24 also to the extent that it seeks any identifiers  
25 with respect to a possible individual satellite

1 viewer's account, you're not allowed to answer  
2 that. If you know.

3 A. Can you point me to what you're referencing?

4 MR. LONSTEIN: And to the extent, for  
5 the record, Paul, to save time, that we get a  
6 protective order in place, we can leave some  
7 blanks in the transcript so that Mr. Mader can  
8 provide authorized information to the degree it's  
9 relevant to save time.

10 MR. OVERHAUSER: Well, that's fine. I  
11 just hope we won't have any problems with  
12 over-designations. I'm just asking about  
13 information that's already in the complaint that  
14 you filed.

15 (Defendants' Exhibit No. 6 was marked  
16 for identification.)

17 BY MR. OVERHAUSER:

18 Q. I've handed you what has been marked as  
19 Exhibit 6. Have you seen this document before?

20 A. I have not.

21 Q. Have you seen -- do you recognize it from the  
22 format that it's in?

23 A. I do.

24 Q. What would you call this type of document?

25 A. It's an order form.

1 Q. And this indicates that this contains the legend  
2 dealer, 1311782. Do you see that?

3 A. Can you point me to where you're looking at?

4 Q. (Indicating.)

5 A. I see that.

6 Q. Okay. Is that the dealer number for Craig  
7 Spencer?

8 A. I don't know.

9 Q. How would you find out whether or not it is?

10 A. I would ask somebody in our sales department.

11 Q. Is this an order form for a DIRECTV subscription  
12 that has been assigned DIRECTV account number  
13 45448353?

14 A. Can you point to me where you're looking at?

15 Q. (Indicating.)

16 MR. LONSTEIN: Let the record reflect  
17 that Mr. Overhauser has pointed to the middle of  
18 page 1 of Exhibit 6 under the title -- do you  
19 have this, by the way?

20 MS. DeVORE: Yes.

21 MR. LONSTEIN: I'm sorry.

22 MS. DeVORE: That's okay.

23 MR. LONSTEIN: Under the title "DIRECTV  
24 Order Information."

25 A. Could you repeat the question?

1 Q. Sure. Does Exhibit 6 reflect a DIRECTV  
2 subscription for DIRECTV account number 45448353?

3 A. It appears so.

4 Q. And does it appear to show that the subscription  
5 was initiated by the dealer having a dealer  
6 number of 1311782?

7 MR. LONSTEIN: Again, objection to  
8 form.

9 A. Yes.

10 Q. Does Exhibit 6 indicate anywhere on it whether  
11 the subscription is a residential subscription or  
12 a commercial subscription?

13 MR. LONSTEIN: Objection to form and  
14 conclusion.

15 A. I don't see an account type here.

16 Q. So it doesn't indicate whether it's commercial or  
17 residential?

18 MR. LONSTEIN: Just make sure you have  
19 both pages there.

20 A. Yeah, I don't see an account type here.

21 Q. So is it fair to say that based on the  
22 information in Exhibit 6, it would be impossible  
23 for anyone at DIRECTV to conclude whether the  
24 subscription shown in Exhibit 6 is commercial or  
25 residential?

1 MR. LONSTEIN: Objection to form.

2 A. Based on this document, one could conclude that,  
3 only this document, that an indicator might be  
4 that this is a residential order based on the  
5 programming packages that I see down here.

6 Q. Would that be speculation or would that be  
7 conclusive?

8 MR. LONSTEIN: Objection to form.

9 A. Conclusive.

10 Q. Based on what?

11 A. The fact that I see HBO is ordered as one of the  
12 programming options, as well as the programming  
13 package called Choice Xtra is on the order form,  
14 and on page 2 there is some reference to Showtime  
15 and Starz programming.

16 Q. Is each of the rolls that you're referring to a  
17 type of programming that was provided when this  
18 account was initially set up?

19 MR. LONSTEIN: Objection to form.

20 A. It appears so.

21 Q. Are commercial subscriptions prohibited from  
22 getting HBO?

23 A. Yes.

24 Q. Are commercial subscriptions prohibited from  
25 getting Showtime?

1 A. Yes.

2 Q. Sometimes I stay at a hotel that has TV  
3 programming through DIRECTV and I can get HBO on  
4 it.

5 MR. LONSTEIN: Are you -- is there a  
6 question or --

7 MR. OVERHAUSER: Yeah.

8 MR. LONSTEIN: Okay. I'm sorry.

9 BY MR. OVERHAUSER:

10 Q. Are you aware whether or not that's possible?

11 MR. LONSTEIN: Objection to --

12 A. Yes.

13 Q. It is possible for a --

14 A. Yes.

15 Q. -- for a hotel to get a HBO DIRECTV subscription?

16 A. Yes.

17 MR. LONSTEIN: Objection to form.

18 Q. And would that be a commercial account?

19 A. Yes.

20 Q. So DIRECTV does allow commercial accounts to get  
21 HBO, correct?

22 MR. LONSTEIN: Objection to form, and  
23 the specific objection is to where in the hotel.

24 A. Can you repeat the question, please?

25 (The requested material was read back

1 by the court reporter.)

2 A. Yes.

3 Q. And DIRECTV allows commercial accounts to get  
4 Showtime, correct?

5 MR. LONSTEIN: The same objection.

6 A. In specific commercial applications, yes.

7 Q. And DIRECTV allows commercial accounts to get  
8 Choice Xtra Classic also, don't they?

9 MR. LONSTEIN: The same objection.

10 A. No.

11 Q. Are you aware of any instance in which the -- let  
12 me take a step back.

13 When I say the DIRECTV account at issue in  
14 this litigation, I'm referring to the one that's  
15 reflected by Exhibit 6, okay?

16 A. Okay.

17 Q. Are you aware of any instance in which the  
18 subscription amounts owing for the account at  
19 issue in this litigation have not been timely  
20 paid?

21 A. I don't know.

22 Q. Have you investigated that?

23 A. No.

24 Q. Do you have any facts that would contradict the  
25 assertion that the subscription in this case has

1 never been past due?

2 MR. LONSTEIN: Objection to form.

3 A. I don't know.

4 Q. Did DIRECTV de-authorize the DIRECTV receivers  
5 associated with the account at issue in this  
6 litigation?

7 MR. LONSTEIN: Objection to form.

8 A. I believe so.

9 (Defendants' Exhibit No. 7 was marked  
10 for identification.)

11 BY MR. OVERHAUSER:

12 Q. I'll hand you what has been marked as Exhibit 7.

13 MR. LONSTEIN: Do you guys have it?

14 All right.

15 BY MR. OVERHAUSER:

16 Q. Exhibit 7 are two letters dated June 27, 2014,  
17 from Lonstein Law Offices. Have you ever seen  
18 these letters before?

19 A. I have not.

20 Q. Have you ever seen letters of this type before?

21 MR. LONSTEIN: Objection to the form.

22 A. I have.

23 Q. And letters of this -- have you ever seen letters  
24 of this type that have been sent by Lonstein Law  
25 Offices?

1 MR. LONSTEIN: The same objection.

2 A. Yes.

3 Q. Is this a typical letter that is, in your  
4 experience, that is sent by Lonstein Law Offices  
5 when a DIRECTV account is de-authorized?

6 MR. LONSTEIN: Objection.

7 A. I don't know.

8 Q. Is it your understanding that this letter was  
9 sent at the same time the DIRECTV receivers at  
10 issue in this litigation were de-authorized by  
11 DIRECTV?

12 MR. LONSTEIN: Objection as to form.

13 A. I don't know.

14 Q. Who would know?

15 A. Probably counsel.

16 Q. Does counsel have the ability to authorize and  
17 de-authorize DIRECTV receivers?

18 MR. LONSTEIN: Objection; a matter of  
19 attorney/client privilege.

20 A. They have the ability to communicate to somebody  
21 who can de-activate an account.

22 Q. And will DIRECTV follow the instructions to  
23 de-activate an account that it receives from  
24 Lonstein Law Offices.

25 MR. LONSTEIN: Objection; it calls for

1 attorney/client privilege communications. I'm  
2 directing him not to answer that question.

3 MR. OVERHAUSER: It doesn't call for  
4 attorney/client privileges. It asks for what  
5 actions DIRECTV would take.

6 MR. LONSTEIN: Mark it, we can mark it  
7 for a ruling. If you want to be specific, change  
8 your question.

9 BY MR. OVERHAUSER:

10 Q. Does DIRECTV de-act -- I'm sorry. Does DIRECTV  
11 de-authorize DIRECTV receivers at the direction  
12 of outside attorneys like Lonstein Law Offices?

13 MR. LONSTEIN: The same objection. If  
14 you know.

15 A. I believe so.

16 Q. Does DIRECTV have any internal procedure to make  
17 its own determination as to a recommended  
18 de-authorization that is recommended by outside  
19 counsel, or does it automatically just do what  
20 they say?

21 MR. LONSTEIN: Objection to term  
22 "recommendation." You can answer.

23 A. I don't know.

24 Q. Who would know?

25 A. Our counsel, John Green.

1 Q. Does DIRECTV have an ongoing agreement with  
2 Lonstein Law Offices to pursue suspected theft of  
3 DIRECTV signals?

4 MR. LONSTEIN: Objection to form, also  
5 it calls for attorney/client information. To the  
6 extent you know, if you know.

7 A. I believe so.

8 Q. Has DIRECTV essentially given Lonstein Law  
9 Offices free rein to decide when to de-authorize  
10 a DIRECTV subscription?

11 MR. LONSTEIN: Objection to form,  
12 attorney/client privilege, misstates your  
13 testimony. To the extent you can answer.

14 A. I don't know.

15 MR. LONSTEIN: Off the record one  
16 second.

17 (A discussion is held off the record.)

18 BY MR. OVERHAUSER:

19 Q. Can you describe the relationship that DIRECTV  
20 has with Lonstein Law Offices?

21 MR. LONSTEIN: Objection to the extent  
22 it doesn't call for attorney/client privilege.  
23 You can answer.

24 A. Lonstein Law Offices are an outside counsel of  
25 DIRECTV's legal department and have been utilized

1 to pursue claims of theft of programming.

2 Q. And for how long has DIRECTV utilized Lonstein  
3 Law Offices?

4 MR. LONSTEIN: The same objection.

5 A. I don't know.

6 Q. It's been for over ten years, right?

7 MR. LONSTEIN: Objection to form.

8 A. It sounds about right.

9 Q. And is Lonstein Law Offices compensated on a  
10 retainer basis or on a contingency basis or both?

11 MR. LONSTEIN: Objection to form, calls  
12 for attorney/client privilege information. If  
13 you know.

14 A. I don't know the specifics.

15 Q. Who would know?

16 A. My counsel, John Green.

17 Q. Do you know whether the litigation Lonstein Law  
18 Offices has filed in this matter has been one  
19 that DIRECTV has had to pay Lonstein Law Offices  
20 extra for?

21 MR. LONSTEIN: Objection to form;  
22 objection to the question, seeking, again,  
23 attorney -- God bless you --

24 MS. DeVORE: Thank you.

25 MR. LONSTEIN: -- attorney/client

1       privilege information. I don't think it's a  
2       proper question. But for the purposes if you  
3       know, you can answer the question, reserving my  
4       objection.

5   A.   I don't know.

6   Q.   You testified earlier that DIRECTV authorized the  
7       DIRECTV receivers that are at issue in this  
8       litigation, correct?

9                    MR. LONSTEIN: Objection to form.

10   A.   Could you clarify what I exactly said?

11   Q.   Okay. Well, maybe you didn't say it, but there  
12       were DIRECTV receivers located at the Shelbyville  
13       Texas Corral and the Martinsville Texas Corral,  
14       correct?

15                    MR. LONSTEIN: Objection to form.

16   A.   Yes.

17   Q.   And each of those receivers had been authorized  
18       by DIRECTV to receive DIRECTV programming,  
19       correct?

20                    MR. LONSTEIN: The same objection.

21   A.   They had been activated at some point. I don't  
22       know when.

23   Q.   Okay. Is that the same as -- when they're  
24       activated, does that mean the TV programming can  
25       be viewed through these receivers?

1 A. Yes.

2 Q. And then those receivers were de-authorized later  
3 by DIRECTV at the direction of Lonstein Law  
4 Offices, correct?

5 MR. LONSTEIN: Objection to form, it  
6 assumes facts he hasn't testified to. If you can  
7 answer.

8 A. Based on my conversations with our counsel, that  
9 appears correct.

10 Q. So during the time period when the receivers were  
11 authorized, the persons were entitled to view  
12 programming through those receivers, correct?

13 MR. LONSTEIN: Objection to form. If  
14 you can answer.

15 A. Who do you mean "persons"?

16 Q. Human beings.

17 MR. LONSTEIN: The same objection.

18 A. I would assume so.

19 Q. Did DIRECTV de-authorize the DIRECTV receivers at  
20 Martinsville Texas Corral and Shelbyville Texas  
21 Corral at the request of Lonstein Law Offices?

22 MR. LONSTEIN: Asked and answered, the  
23 same objection.

24 A. I believe so.

25 Q. Does any employee of DIRECTV have any personal

1 knowledge that a satellite dish capable of  
2 receiving DIRECTV signals has ever been  
3 operational at 785 East Timber Drive,  
4 Martinsville, Indiana 46151?

5 A. What was the address again you referenced?

6 Q. 785 East Timber Drive, Martinsville, Indiana  
7 46151.

8 A. And your question was whether a DIRECTV employee  
9 is aware whether service was received there?

10 Q. No.

11 MR. LONSTEIN: Can we restate the  
12 question, please?

13 BY MR. OVERHAUSER:

14 Q. Does any DIRECTV employee have any knowledge that  
15 there was a -- ever a satellite dish capable of  
16 receiving DIRECTV signals at 785 East Timber  
17 Drive, Martinsville, Indiana 46151?

18 A. I don't know.

19 Q. Does any employee of DIRECTV have any knowledge  
20 that a DIRECTV receiver capable of receiving  
21 DIRECTV signals has ever been present at 785 East  
22 Timber Drive, Martinsville, Indiana 46151?

23 MR. LONSTEIN: Objection to form.

24 A. I don't know.

25

1 (Defendants' Exhibit No. 8 was marked  
2 for identification.)

3 BY MR. OVERHAUSER:

4 Q. Let me hand you what's been marked as Exhibit 8,  
5 which is a photograph of an armrest from an  
6 airplane. Does DIRECTV make DIRECTV programming  
7 available to some airline passengers?

8 MR. LONSTEIN: Object to the form.

9 A. Yes.

10 Q. And can some airline passengers watch DIRECTV  
11 while they're flying on an airplane using a  
12 control pad as shown in Exhibit 8?

13 MR. LONSTEIN: Objection to form.

14 A. It appears like it.

15 Q. Does DIRECTV require these airline passengers to  
16 sign any agreement before viewing DIRECTV  
17 programming using the control shown in Exhibit 8?

18 MR. LONSTEIN: Objection to the form,  
19 it calls for a legal conclusion.

20 A. I don't know.

21 Q. Do you know whether DIRECTV requires an agreement  
22 with each person that views DIRECTV programming?

23 MR. LONSTEIN: Objection to form.

24 A. I don't know if it's a hundred percent of all of  
25 our customers.

1 Q. Okay. My question was a little bit different. I  
2 wasn't asking about customers.

3 MR. LONSTEIN: You're asking viewers,  
4 correct?

5 MR. OVERHAUSER: Well, people. Okay.  
6 I'll take your suggestion.

7 MR. LONSTEIN: Right. I want him to  
8 answer a question that he knows he's answering,  
9 please. Thank you.

10 BY MR. OVERHAUSER:

11 Q. Does DIRECTV have an agreement with each person  
12 that views DIRECTV programming?

13 A. I don't think so.

14 MR. LONSTEIN: Paul, just for the  
15 record, they have a dog-watching channel. My dog  
16 watches that channel for entertainment. So, I  
17 don't know if he's a person, but he's a viewer.

18 MR. OVERHAUSER: Okay.

19 BY MR. OVERHAUSER:

20 Q. Is it true that DIRECTV allows persons to view  
21 DIRECTV programming who do not have a  
22 subscription agreement with DIRECTV?

23 MR. LONSTEIN: Objection to form.

24 A. It appears so.

25 Q. Do you have a DIRECTV subscription in your home?

1 MR. LONSTEIN: Objection.

2 A. Yes.

3 Q. Or I should say -- okay. And are you the  
4 subscriber for the DIRECTV account at your home?

5 MR. LONSTEIN: Objection to form,

6 relevancy. If you want to answer, you can.

7 A. Yes.

8 Q. If someone's -- you're authorized by DIRECTV to  
9 watch DIRECTV programming in your home, correct?

10 A. Yes.

11 Q. Are there any other people that live in your  
12 household with you?

13 MR. LONSTEIN: Objection.

14 A. No.

15 Q. Let's talk about a hypothetical family in which  
16 there's a family and the -- let's just say the  
17 husband subscribes to DIRECTV, and he has a wife  
18 and two kids living with him and a DIRECTV  
19 residential subscription, okay? In that scenario  
20 would the husband be authorized to view DIRECTV  
21 programming?

22 MR. LONSTEIN: Objection to form.

23 A. I believe so.

24 Q. Would the wife be authorized to view DIRECTV  
25 programming?

1 MR. LONSTEIN: The same objection.

2 A. I believe so.

3 Q. Would the kids be authorized to view DIRECTV  
4 programming?

5 MR. LONSTEIN: The same objection.

6 A. I believe so.

7 Q. So does DIRECTV -- would the wife and the kids be  
8 authorized just by virtue of the fact that the  
9 receiver had been authorized by DIRECTV to  
10 receive DIRECTV programming?

11 MR. LONSTEIN: Objection; it calls for  
12 a conclusion. If you know.

13 A. I don't know.

14 Q. Well, why do you think they would be authorized?

15 MR. LONSTEIN: Objection;  
16 argumentative.

17 A. They're in the same household as the subscriber.  
18 Q. Is there something that DIRECTV does to authorize  
19 members of a household to view DIRECTV  
20 programming if another member of the household  
21 has a DIRECTV subscription?

22 MR. LONSTEIN: Objection to form.

23 A. I'm not an attorney to be able to explain the  
24 relationship between DIRECTV and other members of  
25 the household based on an authorization.

1 Q. Well, does DIRECTV maintain a list of every  
2 person that is authorized to view DIRECTV  
3 programming?

4 MR. LONSTEIN: Objection.

5 A. In the context of your question about this  
6 hypothetical family, we don't have any  
7 information of the wife or the two children. So  
8 I would say in that context, no.

9 Q. Okay. How about for a commercial account, does  
10 DIRECTV have any knowledge of the identity of  
11 everyone that isn't authorized by DIRECTV to  
12 watch DIRECTV programming through a DIRECTV  
13 receiver that's been set up for a commercial  
14 account?

15 MR. LONSTEIN: Objection to form.

16 A. We would not have any knowledge of all the  
17 entities or persons that are viewing our  
18 programming. I don't know about authorization.  
19 That's to me a legal term, and I don't  
20 necessarily understand the relationship between  
21 us and our viewers that may not be subscribers  
22 legitimately to accounts.

23 Q. Well, I'm -- this is an important issue so I want  
24 to make sure we're clear. Do you have to be a  
25 person that has your name on a DIRECTV

1 subscription in order to be authorized to watch  
2 DIRECTV programming?

3 MR. LONSTEIN: Objection to form.

4 A. I think as I stated earlier, I don't know about  
5 the term "authorize," but you can view it.

6 Q. Would you be legally intercepting signals if you  
7 viewed it and you were not the person whose name  
8 was on the subscription agreement?

9 MR. LONSTEIN: Objection to form, it  
10 calls for a legal conclusion.

11 A. I don't think you would be illegally intercepting  
12 it, no.

13 Q. Why not?

14 MR. LONSTEIN: Objection to form.

15 A. In which context are you referring to, the  
16 household or the commercial premises?

17 Q. Either.

18 MR. LONSTEIN: Compound. Can I ask for  
19 one at a time, please.

20 A. Which one would you like first?

21 Q. Household, then commercial.

22 A. Okay. So in a household, persons that are  
23 residing in that residence would be legitimately  
24 viewing our programming because of their  
25 relationship to the primary account holder of

1 that account.

2 Q. Okay. Let me pause there. Can you show me where  
3 it says that in Exhibit 5?

4 A. I cannot.

5 Q. Well, who decides who's authorized and who's not  
6 authorized?

7 MR. LONSTEIN: Objection; it calls  
8 for -- form, form.

9 Q. Who decides who's authorized to view DIRECTV  
10 programming for a residential account and who's  
11 not?

12 MR. LONSTEIN: The same objection.

13 A. I don't know.

14 Q. So DIRECTV has no way of determining whether a  
15 particular person is authorized or not authorized  
16 to view DIRECTV programming through an authorized  
17 DIRECTV receiver?

18 MR. LONSTEIN: Objection to form. Are  
19 we still talking about residential?

20 A. Are we still talking about residential?

21 Q. It doesn't matter. Residential or commercial.

22 A. Could you repeat the question?

23 MR. OVERHAUSER: Could you repeat the  
24 question, please?

25 (The requested material was played back

1 by the court reporter.)

2 A. I'm still confused at the term "authorized." So  
3 I go back to whether somebody can view it, and I  
4 believe that in the way you asked the question,  
5 we do not necessarily know all of the viewers of  
6 our programming in whatever setting we were just  
7 talking about, commercial or residential.

8 Q. Well, I understand you don't know who the viewers  
9 are. What I'm trying to understand is how  
10 does -- whether DIRECTV even knows who is  
11 authorized to view DIRECTV programming.

12 MR. LONSTEIN: Objection to form.

13 A. I don't know.

14 Q. Suppose you're at your home watching DIRECTV.  
15 You're authorized because you have a  
16 subscription, and your next door neighbor comes  
17 over and watches the football game with you on  
18 DIRECTV. Is he committing infringement?

19 MR. LONSTEIN: Objection.

20 BY MR. OVERHAUSER:

21 Q. I'm sorry, is he committing signal interception?

22 MR. LONSTEIN: Objection. Objection to  
23 form, it calls for a legal conclusion.

24 A. I don't believe so.

25 Q. Why not?

1 MR. LONSTEIN: Objection; the same.

2 A. Because I have an authorized account with  
3 DIRECTV.

4 Q. And your friend would be watching it through an  
5 authorized DIRECTV receiver, correct?

6 MR. LONSTEIN: Objection to form.

7 A. An authorized receiver to the primary account  
8 holder, yes.

9 Q. So is the key for determining who is authorized  
10 to view DIRECTV programming whether or not it is  
11 done with the consent of the account holder?

12 MR. LONSTEIN: Objection to form.

13 A. I don't know.

14 Q. Is it even possible for DIRECTV to get the  
15 identity of some person and know whether or not  
16 that person is authorized or not to watch DIRECTV  
17 programming?

18 MR. LONSTEIN: Objection to form.

19 A. Yes and no.

20 Q. That's an ambiguous answer.

21 A. You're asking me ambiguous questions.

22 Q. Okay.

23 MR. LONSTEIN: Just only respond to  
24 questions, please.

25

1 BY MR. OVERHAUSER:

2 Q. Attorney Mark Smith is in the room here. How  
3 would you go about determining whether or not he  
4 is authorized to view DIRECTV programming?

5 MR. LONSTEIN: Objection to form. If  
6 you can answer.

7 A. We would first look up the account information  
8 and trust that the information that was provided  
9 to us was accurate and determine if that account  
10 is active and there's no confusion of any other  
11 Mark Smiths, and then I can potentially conclude  
12 that Mark Smith is the authorized user and viewer  
13 of that account.

14 Q. Would that investigation allow you to make a  
15 conclusive determination as to whether or not  
16 Mr. Smith was authorized to watch DIRECTV  
17 programming?

18 MR. LONSTEIN: Object to the form of  
19 the question to the extent of the definition of  
20 "watch DIRECTV programming." You can answer.

21 A. It would be a safe assumption. It may not be a  
22 hundred percent conclusion, is the word that you  
23 used, "conclusive."

24 Q. Right.

25 A. There might be some errors in whether that is

1 really Mark Smith.

2 Q. Well, let's assume that is the real Mark Smith.

3        But isn't it true that he might be authorized to  
4        watch DIRECTV programming even if he himself  
5        personally does not have a DIRECTV account?

6 MR. LONSTEIN: Objection to form.

7 A. He's able to view it on another authorized  
8 account, but I don't necessarily know if he's the  
9 authorized person to watch that.

10 Q. Are you -- did I hear you say that he could be  
11 authorized to watch DIRECTV programming even if  
12 he himself is not a DIRECTV subscriber?

13 MR. LONSTEIN: Objection to form.

14 A. I don't think I said that.

15 Q. Okay. Well, that's my question. I believe --

16 MR. LONSTEIN: Mr. Overhauser, if I  
17 could, are you asking -- and I'm not trying to  
18 speak object -- are you asking him whether he  
19 views DIRECTV programming anywhere in the world  
20 whether Mr. Mader can determine whether he's an  
21 authorized viewer, is that the --

22 MR. OVERHAUSER: No.

23 MR. LONSTEIN: Okay. Then I'm missing  
24 the question. Sorry about that. Okay.

1 BY MR. OVERHAUSER:

2 Q. Once we identify a particular individual in the  
3 public, is it possible for DIRECTV to know  
4 whether or not that individual is authorized to  
5 view DIRECTV programming without being liable for  
6 intercepting DIRECTV signals?

7 MR. LONSTEIN: Objection to form.

8 A. I'm confused at the question.

9 Q. Is it possible for DIRECTV to come up with a list  
10 of everybody that is able to watch DIRECTV  
11 programming without being liable for  
12 interception?

13 MR. LONSTEIN: Objection to form, it  
14 calls for a legal conclusion.

15 A. I would say no.

16 Q. Who in this case viewed DIRECTV programming  
17 without being authorized to do so?

18 MR. LONSTEIN: Objection to form.

19 A. I'm not understanding the question.

20 Q. Well, DIRECTV has filed a lawsuit accusing the  
21 defendants of intercepting DIRECTV signals,  
22 right?

23 MR. LONSTEIN: Objection to form. You  
24 can answer.

25 A. Yes, we filed a lawsuit.

1 Q. Okay. And that complaint was approved by  
2 somebody at DIRECTV before it was filed, wasn't  
3 it?

4 A. Yes.

5 Q. Okay. Can DIRECTV identify any one person who  
6 intercepted DIRECTV signals as alleged in its  
7 complaints?

8 MR. LONSTEIN: Objection to form. You  
9 can answer if you know.

10 A. Any one person? I don't know. I'm confused  
11 about that.

12 Q. Why are you confused?

13 MR. LONSTEIN: Objection. Restate the  
14 question, please.

15 BY MR. OVERHAUSER:

16 Q. Well, if DIRECTV files a lawsuit alleging  
17 interception of its signals, surely it must have  
18 known someone who intercepted the signals, right?

19 MR. LONSTEIN: Objection to form.

20 A. Yeah. It appears that there's two people that  
21 we've filed a lawsuit upon for interception of  
22 signal.

23 Q. Okay. And who are those people?

24 A. Per the Exhibit 3 that I'm reading, we filed a  
25 lawsuit on Victor A. Spina and William Anthony

1 Spina, Jr.

2 Q. And what was the electronic communication that  
3 DIRECTV alleges they intercepted?

4 MR. LONSTEIN: Form. You can answer if  
5 you know.

6 A. The DIRECTV signal.

7 Q. Yeah. What signal was it?

8 A. The DIRECTV signal.

9 Q. What was the electronic communication that you  
10 allege has been intercepted? Was it CBS, the  
11 morning news, was it the Oprah Winfrey show, what  
12 was it?

13 A. I don't know.

14 MR. LONSTEIN: Objection to form.

15 BY MR. OVERHAUSER:

16 Q. You're not aware of any specific DIRECTV  
17 communication that has been intercepted by Victor  
18 Spina or William Spina or Martinsville Corral,  
19 Inc.?

20 MR. LONSTEIN: Objection to form.

21 A. Could you point to me what you're referring to in  
22 specific programming, if it's part of an exhibit?

23 Q. Well, I think it's kind of your job to identify  
24 what's been intercepted since DIRECTV filed the  
25 complaint.

1 MR. LONSTEIN: Objection;  
2 argumentative. He's answered DIRECTV's signals  
3 were intercepted.

4 BY MR. OVERHAUSER:

5 Q. What was the electronic communication that was  
6 intercepted by the defendants as alleged in  
7 DIRECTV lawsuits?

8 MR. LONSTEIN: Objection; asked and  
9 answered.

10 A. A DIRECTV signal.

11 Q. Was it TV programming?

12 MR. LONSTEIN: The same objection.

13 A. Yes.

14 Q. What TV program was it?

15 A. I would ask to have you have me look at a  
16 specific exhibit to verify what that TV  
17 programming is.

18 Q. Okay. What exhibit do you need to see?

19 A. Our auditor affidavits.

20 Q. So is it your testimony that the only DIRECTV  
21 communications that have been intercepted in this  
22 case are those identified in DIRECTV's auditor  
23 affidavits?

24 MR. LONSTEIN: Objection to form.

25 A. No.

1 Q. Who -- tell me the identity of the persons that  
2 were authorized to receive electronic  
3 communications using DIRECTV receivers associated  
4 with your account number 45448353.

5 MR. LONSTEIN: Objection, to the extent  
6 it calls for the production of personally  
7 identifiable information of subscribers who may  
8 not be party to this lawsuit.

9 A. Is there a specific exhibit I need to look at?

10 Q. I don't know. I don't think so. You're the  
11 30(b)(6) representative for DIRECTV, right?

12 A. Correct.

13 Q. You testified that you're here to testify as to  
14 all of the topics in the Notice of Deposition,  
15 right?

16 A. Correct.

17 Q. Topic Number 7 is: The identity of persons  
18 authorized to receive your pay electronic  
19 communications using DIRECTV receivers associated  
20 with your account number 45448353. Are you  
21 prepared to discuss that topic on behalf of  
22 DIRECTV today?

23 A. Could you point me to the exhibit that you're  
24 looking at, which exhibit number is it?

25 Q. It's Exhibit No. 1.

1 A. Okay.

2 MR. LONSTEIN: To the --

3 Q. It would be on the fourth page, the very top  
4 topic.

5 A. Okay. Which number?

6 Q. Number 7.

7 A. Number 7 on page 4?

8 Q. I'm sorry. It's -- sorry, page 3.

9 A. Number 7: The identity of persons authorized to  
10 receive your pay electronic communications using  
11 DIRECTV receivers associated with your account  
12 number 45448353.

13 To me the authorized person or persons, or  
14 person, would be the account holder of that  
15 account number, and if it's a residential  
16 account, it would be for their household use.

17 Q. Can you identify those other persons in --

18 MR. LONSTEIN: Objection.

19 Q. -- the household --

20 MR. LONSTEIN: Objection.

21 Q. -- that were authorized to receive the  
22 communications?

23 MR. LONSTEIN: Objection; it assumes  
24 facts not testified to.

25 A. The person that is authorized to receive that

1       programming is the account holder of that  
2       residential account in a residential setting.  
3       The other people in the household, I don't know  
4       who those are. Those would be dealers. I don't  
5       know who those are.

6   Q.   Would they be authorized viewers?

7                    MR. LONSTEIN: Objection.

8   A.   I would say that they could legitimately view the  
9       programming in a residential setting.

10   Q.   Okay. Well, this topic asks about who's  
11       authorized, not who is legitimate. Would the  
12       other people in the household be authorized to  
13       watch the DIRECTV programming?

14                    MR. LONSTEIN: Objection to form,  
15       argumentative. You can answer if you know.

16   A.   I don't know.

17   Q.   And, in fact, there could be any number of other  
18       people who could go to the account holder's  
19       residence and watch that viewing and they would  
20       be authorized to do so, correct?

21                    MR. LONSTEIN: Objection to form.

22   A.   I would say that they could legitimately view  
23       that programming.

24   Q.   Would they be authorized?

25   A.   I don't know.

1 MR. LONSTEIN: Objection; legal  
2 conclusion.

3 Q. So just to sum up, DIRECTV has no way of knowing  
4 whether a particular person is authorized to  
5 receive its programming, correct?

6 MR. LONSTEIN: Objection to form, legal  
7 conclusion.

8 A. In terms of the word "authorized," I don't know.

11 THE WITNESS: I'm fine.

12 MR. LONSTEIN: Paul, any prognosis  
13 schedule-wise?

14 MR. OVERHAUSER: I'm not sure. I've  
15 got at least a couple of more hours to go.

16 MR. LONSTEIN: Okay.

17 MR. OVERHAUSER: I mean, do you want to  
18 take a break?

19 MR. LONSTEIN: Well, do you want to  
20 roll straight through and just take a break?

21 THE WITNESS: I'm fine.

22 MR. OVERHAUSER: Let's see, what number  
23 are we on?

24 (Defendants' Exhibit No. 9 was marked  
25 for identification.)

1 BY MR. OVERHAUSER:

2 Q. I'll hand you what has been marked as Exhibit 9.

3 Can you take a look at Exhibit 9, and flip to the  
4 last page and tell me whether that's your  
5 signature.

6 A. Yes, that appears to be my signature.

7 Q. Okay. Did you read the interrogatory answers in  
8 Exhibit 9 before you signed them?

9 A. I'm sure I did.

10 Q. Are all of your answers to the interrogatories in  
11 Exhibit 9 truthful and accurate?

12 A. I would assume so.

13 Q. Could I ask you to look at your answer to  
14 Interrogatory Number 3?

15 MR. LONSTEIN: Page number --

16 Q. It's on -- look at the bottom of page -- well,  
17 look at the bottom of page 6.

18 A. Okay.

19 Q. I'll just read you the first part of this  
20 interrogatory. It starts out: Identify each  
21 electronic communication that you allege have  
22 been unlawfully received or intercepted as  
23 alleged in your amended complaint.

24 Do you see that?

25 A. I do.

1 Q. Can you look down at your answer, and is there  
2 anyplace in there that identifies any electronic  
3 communication that DIRECTV alleges has been  
4 unlawfully received or intercepted?

5 MR. LONSTEIN: Do you want a few  
6 moments to read it?

7 THE WITNESS: Sure.

8 (Witness reviewing document.)

9 A. Could you repeat the question?

10 (The requested material was played back  
11 by the court reporter.)

12 A. I see that we reference electronic communication.

13 Q. Where?

14 A. In the responses.

15 Q. Can you tell me where specifically?

16 A. In the first paragraph it says, ambiguous  
17 including but not limited to the terms of  
18 "electronic communications" seeks the information  
19 that our trade secret or confidential information  
20 or other applicable privileges or doctrines, etc.

21 I see electronic communication referenced in  
22 3(a) but not limited to the terms "initiated" and  
23 "electronic communication." I see it referenced.  
24 I don't specifically know. We haven't stated  
25 programming but we have answered the question

1 about electronic communications.

2 Q. What was the electronic communications that you  
3 allege has been intercepted in this case?

4 A. The DIRECTV signal.

5 Q. Can you be more specific?

6 A. I cannot.

7 Q. When you say the DIRECTV signal, do you mean a  
8 video signal or an audio signal or what?

9 A. It'd be inclusive of both of those.

10 Q. Okay. Describe for me what was in the video part  
11 of the signal, what was it a video of?

12 MR. LONSTEIN: Objection to form.

13 A. It'd be television programming.

14 Q. Of what?

15 A. Television.

16 Q. How do you know it was television programming?

17 MR. LONSTEIN: Objection to form,  
18 argumentative. If you have specific knowledge  
19 about the question relating to Interrogatory 3  
20 and what electronic communications, you can  
21 answer.

22 MR. OVERHAUSER: Counsel, please stop  
23 the coaching, seriously.

24 MR. LONSTEIN: Mr. Overhauser, your  
25 questions are so ambiguous and there are terms

1       all over the place that I want him to not answer  
2       assumptions or hypotheticals but actual  
3       questions.

4                    MR. OVERHAUSER: Your proper thing for  
5       you to do is to object to the form of the  
6       question if, in fact, you believe you can  
7       legitimately make that. Anything further is  
8       coaching the witness, which is improper  
9       generally, and specifically improper under the  
10      local rules.

11                  MR. LONSTEIN: Thank you. So noted.

12   A. Could you repeat the question?

13   Q. What was the content of the video part of the  
14      electronic communications that DIRECTV alleges to  
15      have been intercepted in this litigation?

16   A. Television programming.

17   Q. And what were the images of that television  
18      programming?

19   A. I don't know, unless you specifically reference  
20      me to a piece of what has been handed over in  
21      terms of evidence.

22   Q. Can you identify any part of the audio  
23      communication that was allegedly intercepted in  
24      this case?

25                  MR. LONSTEIN: Objection to form.

1 A. I don't know.

2 Q. So you can't give me any specifics of what  
3 communication was allegedly intercepted in this  
4 case?

5 MR. LONSTEIN: Objection to form,  
6 argumentative.

7 A. I don't know.

8 Q. Can you tell me where the electronic  
9 communication originated from; did it originate  
10 from CBS, NBC?

11 MR. LONSTEIN: Objection to form.

12 A. I don't know.

13 Q. And can you identify the universe of persons that  
14 were, in fact, authorized to receive the  
15 communication that you allege was intercepted in  
16 this case?

17 MR. LONSTEIN: Objection to form.

18 A. What do you mean by universe?

19 Q. Can you -- can DIRECTV identify each person that  
20 was, in fact, authorized to receive the  
21 communication that DIRECTV alleges has been  
22 intercepted in this case?

23 MR. LONSTEIN: Objection to form.

24 A. It would be the residential account holder and  
25 their immediate family at the residential

1           location of that account number that we have  
2           referenced prior.

3   Q.   And there may be some other people, too, right?

4           MR. LONSTEIN: Objection to form.

5   A.   Who do you mean by "other people"?

6   Q.   Well, before you testified that you have DIRECTV  
7           at your house, and if you have the next door  
8           neighbor come over and watch the ballgame with  
9           you, he's authorized to watch it, right?

10           MR. LONSTEIN: Objection; misstates the  
11           testimony. You can answer.

12   A.   I think I indicated previously that they would be  
13           a legitimate viewer.

14   Q.   And by "legitimate," you mean they would not be  
15           intercepting by watching it?

16   A.   They wouldn't be doing anything illegal.

17   Q.   And they wouldn't be --

18   A.   So I believe that would be not intercepting.

19   Q.   Okay. And, in fact, if it turns out that  
20           Mr. Smith just happens to also have a DIRECTV  
21           subscription and he watched it, he would not be  
22           intercepting either if he happened to be watching  
23           the same show, right?

24           MR. LONSTEIN: Objection to form.

25   A.   Could you provide the example of the context of

1 Mr. Smith again?

2 Q. Well, let me -- the point is, is that if the  
3 universe of everybody in the world was divided  
4 into two parts, people that are authorized to  
5 view DIRECTV programming and people that are not  
6 authorized to view DIRECTV programming, DIRECTV  
7 has no way of knowing who is in which group, do  
8 they?

9 MR. LONSTEIN: Objection to the form of  
10 the question, it assumes --

11 MR. OVERHAUSER: Your objection is  
12 noted.

13 MR. LONSTEIN: Whoa, whoa, whoa, whoa.

14 MR. OVERHAUSER: I mean, we don't need  
15 this coaching from you.

16 MR. LONSTEIN: I'm not coaching, Mr.  
17 Overhauser. I'm trying to understand the  
18 question so I can formulate an objection, if I  
19 have one that's privileged. Give me a moment. I  
20 haven't said anything.

21 Objection to the form. You can answer.

22 A. I'm confused by the question in the segments that  
23 you put people in; also, in terms of the term  
24 "authorization" or "authorized user."

25 Q. DIRECTV's complaint alleges that persons watch

1 DIRECTV's programming that were not authorized to  
2 do so, correct?

3 A. Yes, I believe so.

4 Q. Okay. But it has no way of knowing who's  
5 authorized and who's not authorized, does it?

6 MR. LONSTEIN: Objection to form.

7 A. I would say that people are authorized to view  
8 our DIRECTV programming on this particular  
9 account at the account holder's residential  
10 address and anyone else that might be a  
11 legitimate viewer within that residential  
12 setting.

13 Q. These receivers were at restaurants, right?

14 MR. LONSTEIN: Objection to form.

15 A. That appears --

16 Q. So --

17 A. -- to be the case.

18 Q. -- if a person went into the restaurant who  
19 happened to have a DIRECTV subscription and  
20 watched the same programming at the restaurant  
21 that they could watch at their home, would they  
22 be intercepting DIRECTV programming?

23 MR. LONSTEIN: Objection to form, and  
24 speculative. You can answer.

25 A. I don't know. That's a confusing question to me.

1 Q. What's confusing about it?

2 MR. LONSTEIN: Objection;

3 argumentative. You don't have to answer it.

4 MR. OVERHAUSER: That's improper,  
5 Counsel. Stop coaching the witness.

6 MR. LONSTEIN: I'm not coaching the  
7 witness.

8 MR. OVERHAUSER: You don't instruct the  
9 witness how --

10 MR. LONSTEIN: Mr. Overhauser, your  
11 questions are misstating facts. If you want to  
12 be succinct and say, if you are an authorized  
13 viewer, and give it so he can understand the  
14 question, I'm fine with that, but your  
15 terminology misstates the facts of the case. So  
16 I'm not going to allow a record to be made that  
17 misrepresents the facts of the case.

18 All I'm asking you to do is to state it  
19 correctly. Obviously the witness is getting  
20 confused by "watching" and "authorized viewer,"  
21 and if you want to use terms like "authorized to  
22 receive," fine. I just ask that you give him  
23 questions that he can understand and answer from  
24 knowledge, please.

25 MR. OVERHAUSER: Your speaking

1       objections are improper. If they continue I will  
2       seek court intervention.

3                    MR. LONSTEIN: That's fine.

4                    MR. OVERHAUSER: Can you repeat the  
5       most recent question, please.

6                    (The requested material was read back  
7       by the court reporter.)

8   A.   I'm still confused at the nature of the question,  
9       I'm sorry.

10   Q.   So it's possible they would be intercepting?

11                    MR. LONSTEIN: Objection. The witness  
12       has said he's confused. Can you restate the  
13       question?

14   BY MR. OVERHAUSER:

15   Q.   Is DIRECTV able to identify all persons that are  
16       able to view its programming without being liable  
17       for intercepting DIRECTV signals?

18                    MR. LONSTEIN: Objection; asked and  
19       answered.

20   A.   I don't think so.

21   Q.   Can you identify a specific person who  
22       intercepted DIRECTV signals as alleged in  
23       DIRECTV's complaints in this suit?

24   A.   I believe the people who intercepted our signal  
25       were the individuals named in the complaint, as

1 we've previously referenced who were using a  
2 residential account in the improper venue.

3 Q. But you don't know what signal they intercepted,  
4 right?

5 MR. LONSTEIN: Objection;  
6 argumentative.

## 7 A. The DIRECTV signal.

8 Q. Yeah. But you don't know what programming they  
9 intercepted, right?

10 MR. LONSTEIN: The same objection.

11 A. Not right now. If you can point me to a specific  
12 piece of evidence, I'd be happy to answer that.

13 Q. Well, you've identified William Spina. Does  
14 DIRECTV have any information that William Spina  
15 was present in a Martinsville Corral restaurant  
16 at the time DIRECTV's investigator was in the  
17 restaurant?

18 A I don't know

19 Q. Does DIRECTV have any information that Victor  
20 Spina was in a Martinsville Corral restaurant at  
21 the time DIRECTV's investigator was in the  
22 restaurant?

23 A. I don't know.

24 Q. So DIRECTV sued them without knowing whether or  
25 not they intercepted the signals, right?

1 MR. LONSTEIN: Objection to form,  
2 misstates the testimony.

3 A. They are the owners of commercial establishments  
4 that we have deemed intercepting our DIRECTV  
5 signal.

6 Q. Can you identify a person that observed any  
7 intercepted DIRECTV signal?

8 A. I can.

9 Q. Who?

10 A. Our auditor.

11 Q. Okay. And did your auditor -- does the auditor  
12 work for DIRECTV?

13 A. The auditor is an independent contractor of  
14 DIRECTV.

15 Q. But he undertakes his activities with the consent  
16 and approval of DIRECTV, right?

17 MR. LONSTEIN: Objection.

18 A. He does so as an independent contractor.

19 Q. Okay. And DIRECTV has authorized him to do  
20 whatever it is he does, right?

21 MR. LONSTEIN: Objection.

22 A. Yes.

23 Q. So the investigator is authorized to view DIRECTV  
24 programming, correct?

25 MR. LONSTEIN: Objection to the term

1 "investigator," contrary to testimony.

2 A. Are you referencing the person as we just  
3 previously referenced as an auditor --

4 Q. Yes.

5 A. -- as an investigator --

6 Q. Yes.

7 A. -- the same thing? Yes, he's able to view  
8 DIRECTV programming in the context of --

9 0. Okay.

10 A. -- what he's doing for DIRECTV as an independent  
11 contractor

12 Q. Okay. And so if he views DIRECTV programming in  
13 the course of his auditing or investigating, he's  
14 not committing interception of signals, is he?

15 MR. LONSTEIN: Objection.

16 A. I don't think so.

17 Q. So who else intercepted this signal if it wasn't  
18 your investigator, slash, auditor?

19 MR. LONSTEIN: Objection.

20 A. It would be the individuals that we named on the  
21 complaint.

22 Q. Okay. The same two individuals that you  
23 previously identified you didn't have any  
24 information that they actually intercepted

25 MR. LONSTEIN: Objection;

1 mischaracterizes the testimony.

2 A. By actual interception, what do you mean?

3 Q. I'm trying to find -- I'd like for you to tell me  
4 the name of someone that viewed DIRECTV  
5 programming in a way that constitutes  
6 interception that you allege was interception in  
7 this case.

8 A. I don't have direct knowledge of their  
9 interception based on what I know about the case.

10 Q. You don't have direct knowledge of interception  
11 by William Spina? That's a bad question, let me  
12 rephrase that.

13 You don't have direct knowledge of  
14 interception by William Spina, do you?

15 MR. LONSTEIN: Objection to form.

16 A. What do you mean by "direct knowledge"? I'm  
17 sorry, I used that term but --

18 Q. Okay.

19 A. -- what are you referencing?

20 Q. Do you have any witness that can testify: I saw  
21 Victor Spina intercepting DIRECTV signals at the  
22 Martinsville Corral restaurant?

23 MR. LONSTEIN: Objection to form.

24 A. I don't believe so.

25 Q. Do you have any witness that can testify: I saw

1       Victor Spina intercepting signals at the Texas  
2       Corral restaurant?

3                    MR. LONSTEIN: Objection to form.

4   A.   I don't believe so.

5   Q.   Do you have any witness that can testify: I saw  
6       Martinsville Corral, Inc. intercepting DIRECTV  
7       signals?

8                    MR. LONSTEIN: Objection to the form.

9   A.   I believe we do.

10   Q.   Okay. Who is the person that intercepted those  
11       signals on behalf of Martinsville Corral, Inc.?

12                   MR. LONSTEIN: Objection to form.

13   A.   In this particular situation it would be the  
14       owners of those establishments.

15   Q.   Okay. And do you have eyewitness testimony that  
16       the owners intercepted signals?

17                   MR. LONSTEIN: Objection to form.

18   A.   No.

19   Q.   Can you identify what agreements DIRECTV has or  
20       has had with any of the defendants in this  
21       litigation?

22   A.   I cannot.

23   Q.   Is it your understanding that DIRECTV received  
24       subscription payments from Martinsville Corral,  
25       Inc. for the subscription number we identified

1 previously?

2 A. I don't know.

3 Q. Has DIRECTV received any subscription payments  
4 for the DIRECTV account referenced in Exhibit 6?

5 A. Yes.

6 Q. During what time period did they receive  
7 subscription payments?

8 A. Probably from the time of activation to the time  
9 of disconnect.

10 Q. So that would have been from May of 2009 through  
11 July of 2014?

12 A. Can you point to me a particular document that I  
13 can verify that with?

14 Q. Well, that would be -- well, why don't you look  
15 at your version.

16 A. Okay. Which exhibit?

17 Q. Exhibit 6. And then you can also look at  
18 Exhibit 7.

19 A. Exhibit 6 and Exhibit 7.

20 Q. So based on those two documents, can you identify  
21 the dates during which DIRECTV received  
22 subscription payments for the account shown in  
23 Exhibit 6?

24 A. No.

25 Q. What more information would you need to see?

1 A. I see this as an order. I don't see this as a  
2 document of account management.

3 Q. Have you ever communicated with Craig Spencer?

4 A. I have not.

5 Q. Has John Green ever communicated with Craig  
6 Spencer?

7 A. I don't know.

8 MR. LONSTEIN: Objection.

9 Q. Has Jose Cruz ever communicated with Craig  
10 Spencer?

11 A. I believe so.

12 Q. What is the title of John Green?

13 A. I think deputy counsel of DIRECTV in legal.

14 Q. What is the title of Jose Cruz?

15 A. I don't know his specific title.

16 Q. Do you have any knowledge of whether the  
17 subscription for the account at issue in this  
18 case was ever past due?

19 A. I don't.

20 Q. Can you give me the names of all persons who  
21 participated in the decision to de-authorize the  
22 DIRECTV receivers at the Texas Corral restaurants  
23 in this case?

24 MR. LONSTEIN: Objection, to the extent  
25 that it may call for the release of

1 attorney/client information. You can answer the  
2 question.

3 A. I don't know the attorneys involved, and I don't  
4 specifically know who disconnected this account.

5 Q. Do you know the names of anybody in DIRECTV that  
6 was involved in that decision?

7 A. Most likely Jose Cruz was involved.

8 Q. What is his job responsibility?

9 A. He is an analyst in our fraud department. I  
10 don't know his specific title.

11 Q. What does an analyst do?

12 A. Investigates fraud.

13 Q. Between June 1st, 2014, and the date the  
14 complaints in this case were filed, did DIRECTV  
15 communicate with Craig Spencer about this case?

16 A. I believe they did.

17 Q. Who did?

18 A. I don't know specifically who at DIRECTV, but  
19 based on my conversations with counsel, they had  
20 indicated to me that somebody at DIRECTV did  
21 reach out to Craig Spencer.

22 Q. Okay. Well, that's kind of important. Who was  
23 it, and when was it?

24 A. I don't have --

25 MR. LONSTEIN: Objection to form.

1 A. I don't have the specific information.

2 Q. Okay. What -- do you have any information?

3 A. I believe between those two dates that you  
4 referenced, that there was somebody at DIRECTV  
5 who reached out to Craig Spencer.

6 Q. And is your sole basis for that what your  
7 attorney told you?

8 A. Yes.

9 Q. The attorney for Lonstein Law Offices?

10 MR. LONSTEIN: Objection.

11 A. John Green.

12 Q. Exactly what did John Green tell you?

13 MR. LONSTEIN: Objection. Don't  
14 answer. That's privilege.

15 MR. OVERHAUSER: That's not privilege.

16 MR. LONSTEIN: Yes, it is. It's  
17 attorney/client communication.

18 MR. OVERHAUSER: He's in-house counsel.

19 MR. LONSTEIN: It doesn't make a  
20 difference, he's still titled to attorney/client  
21 protection. We can mark it for a ruling later or  
22 you can depose Mr. Green.

23 MR. OVERHAUSER: I'm asking about  
24 communications between DIRECTV and Craig Spencer.  
25 Now, Craig Spencer is not represented by DIRECTV.

1 MR. LONSTEIN: No. But you're asking  
2 for a conversation between Mr. Mader and  
3 Mr. Green. That's privileged.

4 BY MR. OVERHAUSER:

5 Q. Is the only information that you have about any  
6 communication between DIRECTV and Craig Spencer  
7 between June 1st, 2014, and the date the  
8 complaints in this case were filed, hearsay  
9 information from John Green?

10 A. What do you mean by "hearsay"?

11 MR. LONSTEIN: Objection to form.

12 Q. What he told you.

13 A. Yes, I rely on John Green for that information  
14 that I just stated to you.

15 Q. Okay. So he told you that someone from DIRECTV  
16 communicated with Craig Spencer?

17 MR. LONSTEIN: Objection; misstates the  
18 testimony. You can answer.

19 A. Yes.

20 Q. And what were the exact words that he used?

21 MR. LONSTEIN: Objection. That's  
22 privilege communication.

23 MR. OVERHAUSER: I think he's just  
24 waived the privilege, Counsel.

25 MR. LONSTEIN: No, he has not.

1 MR. OVERHAUSER: He already told him --

2 MR. LONSTEIN: No.

3 MR. OVERHAUSER: He just told him  
4 what --

5 MR. LONSTEIN: No.

6 MR. OVERHAUSER: -- the attorney told  
7 him.

8 MR. LONSTEIN: He said that there was a  
9 general understanding of it. We can certainly go  
10 over it later if you want. Don't answer.

11 BY MR. OVERHAUSER:

12 Q. Will you answer the question?

13 A. No.

14 Q. Do you know whether John Green directly  
15 communicated with Craig Spencer?

16 A. I don't know.

17 Q. Do you know anyone else at DIRECTV that directly  
18 communicated with Craig Spencer?

19 A. I don't know.

20 Q. In these alleged communications between Craig  
21 Spencer and DIRECTV between June 1st of 2014 and  
22 the date the complaint was filed, what is your  
23 understanding of what Craig Spencer said?

24 MR. LONSTEIN: Objection to form.

25 A. I don't remember the specifics.

1 Q. And you don't remember anything about the date of  
2 the alleged conversation either?

3 MR. LONSTEIN: Objection;  
4 argumentative.

5 A. No.

6 Q. Do you have any information about how many times  
7 DIRECTV and Craig Spencer communicated during  
8 this time period?

9 A. No.

10 Q. Do you have any information about whether these  
11 communications during this time period were in  
12 person?

13 A. I don't know.

14 Q. Do you know if they were on the phone?

15 A. I don't know.

16 Q. Do you know if they were via e-mail?

17 A. I don't know.

18 Q. Do you know if they were via a text message?

19 A. I don't know.

20 Q. Do you have any -- I'm not going to ask you what  
21 they are, but do you have any further details  
22 about the alleged communications between DIRECTV  
23 and Craig Spencer between June 1st, 2014 and the  
24 date the complaints were filed?

25 A. No.

1 Q. Are you aware of any effort by DIRECTV to  
2 communicate with Victor Spina between July --  
3 between June 1st, 2014 and the date this  
4 complaint was filed?

5 A. From DIRECTV directly?

6 Q. Correct.

7 A. No, I don't know.

8 Q. Did DIRECTV know that this lawsuit would -- these  
9 lawsuits would be filed before they were actually  
10 filed?

11 MR. LONSTEIN: Objection to form.

12 A. I don't know.

13 Q. Is it possible that Lonstein Law Offices went  
14 ahead and filed these lawsuits without DIRECTV's  
15 advanced knowledge?

16 MR. LONSTEIN: Objection to form.

17 A. I don't know.

18 Q. It's pos -- so you don't know. It's possible --

19 MR. LONSTEIN: Objection.

20 Q. -- that that's what happened, right?

21 MR. LONSTEIN: Objection to form.

22 Don't speculate. If you know.

23 A. I don't know.

24 Q. Is it your understanding that SAS Digital is a  
25 d/b/a for Craig Spencer?

1 A. Yes, I've heard that.

2 MR. LONSTEIN: Still good?

3 THE WITNESS: Uh-huh.

4 BY MR. OVERHAUSER:

5 Q. Were any documents exchanged between DIRECTV and  
6 Craig Spencer between June 1st, 2014 and the  
7 dates the complaints were filed in this case?

8 MR. LONSTEIN: Objection to form.

9 A. I don't know.

10 Q. Were you responsible for conducting searches for  
11 documents that were requested in this case?

12 A. No.

13 Q. Who was?

14 A. I don't know.

15 Q. In the Notice of Deposition, which is  
16 Exhibit 1 --

17 A. Is that what you want me to look at right now?

18 Q. Yeah, why don't we look at that real quick.

19 A. Okay.

20 MR. LONSTEIN: There you go.

21 Q. Look at Deposition Topic Number 2.

22 MR. LONSTEIN: That would be page  
23 Number 3, Schedule A? Counsel, you -- okay.

24 BY MR. OVERHAUSER:

25 Q. So you are DIRECTV's corporate representative on

1 the topic of DIRECTV's search for documents  
2 responsive to requests for production served on  
3 you in this case, right?

4 A. I am the 30(b)(6) witness.

5 Q. Okay. So did DIRECTV search for any documents  
6 that were responsive to request for production in  
7 this case?

8 A. Yes.

9 Q. Who conducted the search?

10 A. I don't know.

11 0. When did the search occur?

12 A. I wouldn't know that.

13 0. Were any documents identified?

14 A. During that search?

15 Q. Yes.

16 A. I wouldn't know. I didn't do the search.

17 Q. Well, it sounds like you're not really well  
18 prepared to discuss that topic. Can you tell us  
19 why?

20 MR. LONSTEIN: Objection;

## 21 argumentative

22 A. I don't do all the activities in an  
23 investigation

24 Q. Okay. In preparing for this deposition did you  
25 try to find out who did the search?

1 A. I did not.

2 Q. Do you know whether any documents have been  
3 produced by DIRECTV in this case?

4 A. Yes.

5 Q. What documents?

6 A. The ones that were presented in the complaint or  
7 any follow-up legal documents.

8 Q. The ones that were presented in the complaint?

9 A. Or something related to the complaint. I'm not a  
10 lawyer.

11 Q. You mean exhibits to the complaint?

12 A. Maybe. Yes, I think so.

13 Q. Okay. Well, I'll represent to you neither  
14 complaint had any exhibits.

15 MR. LONSTEIN: Objection;  
16 argumentative. If you want to ask him about a  
17 document in the request for production or  
18 something like that, ask him a fair question.

19 BY MR. OVERHAUSER:

20 Q. So can you describe with as much particularity as  
21 possible what documents DIRECTV has produced in  
22 response to requests for production in this case?

23 A. I had seen auditor affidavits.

24 Q. Can you just describe generally the relationship  
25 between DIRECTV, the auditor, as you call him --

1           his name is Kevin Karlak, right?

2   A.    I believe that's correct.

3   Q.    Okay. And Lonstein. Who -- let's start with  
4           this. Who pays Kevin Karlak?

5                            MR. LONSTEIN: Objection to the form.

6   A.    He's an independent contractor that DIRECTV pays.

7   Q.    Okay. And how does it pay him?

8   A.    I don't know the specifics of that.

9   Q.    Okay. He lives in California, right?

10                          MR. LONSTEIN: If you know.

11   A.    I don't know.

12   Q.    Can you tell me what caused him to go into the  
13           Texas Corral restaurants in June of 2014?

14                          MR. LONSTEIN: Objection to form.

15   A.    I do not.

16   Q.    Do you know why he was in Indiana in the first  
17           place?

18   A.    No.

19   Q.    When he prepared a report, to whom did he give  
20           it, Lonstein Law Offices or DIRECTV?

21                          MR. LONSTEIN: Objection to form.

22   A.    I believe he gives it to Signal Auditing.

23   Q.    And what is Signal Auditing?

24   A.    They are an independent contractor of DIRECTV.

25   Q.    Okay. And are they headquartered in Ellenville,

1           New York?

2   A.    I believe so.

3   Q.    And is Mr. Lonstein a principal of Signal  
4           Auditing?

5                            MR. LONSTEIN: Objection to form.

6   A.    I don't know.

7   Q.    Is Signal Auditing affiliated with Lonstein Law  
8           Offices.

9                            MR. LONSTEIN: Objection to form.

10   A.    I believe so.

11   Q.    Can you describe what the business of Signal  
12           Auditing is?

13                            MR. LONSTEIN: Objection to form.

14   A.    They are an independent contractor of DIRECTV  
15           that seeks out commercial misuse, piracy.

16   Q.    And how do they go about doing that?

17   A.    They have auditors that visit commercial  
18           locations after receiving a DIRECTV legal list,  
19           which is a list that shows legitimate commercial  
20           establishments that are receiving DIRECTV signal  
21           in the area.

22   Q.    Does DIRECTV have a legal list for the central  
23           Indiana area?

24   A.    I don't know.

25   Q.    On what basis does DIRECTV pay Signal Auditing?

1 A. I don't know.

2 Q. Does DIRECTV pay bounties to Signal Auditing?

3 A. I don't know.

4 MR. LONSTEIN: Objection to form.

5 Q. So your understanding is that Kevin Karlak's  
6 investigative report was provided to Signal  
7 Auditing; is that correct?

8 A. I believe so.

9 MR. LONSTEIN: Objection to form.

10 Q. And then what happened to it?

11 A. I don't know.

12 Q. Did Signal Auditing give it to Lonstein Law  
13 Offices?

14 MR. LONSTEIN: Objection; asked and  
15 answered.

16 A. I don't know.

17 Q. How did DIRECTV come to believe, if at all, that  
18 the defendants in this case committed signal  
19 interception?

20 MR. LONSTEIN: Objection to form.

21 A. The account that the auditor had provided or that  
22 the investigation had determined, the account  
23 number that we had referenced before was  
24 identified as linked to those bars that we just  
25 spoke about, the Corral locations, and determined

1           that that account was at a residential setting,  
2           not at a commercial setting legitimately.

3   Q.    Was that determination made by DIRECTV?

4   A.    No.

5   Q.    Who made that determination?

6   A.    Either Signal Auditing or Lonstein Law Offices.

7   Q.    Was DIRECTV asked to verify whether or not that  
8        was accurate information?

9   A.    We provide account records that would indicate  
10        that that account is a residential account.

11   Q.    And does DIRECTV ever undertake to contact the  
12        residential account holder to find out whether  
13        DIRECTV's information is correct or not?

14                    MR. LONSTEIN: Objection to form.

15   A.    I don't know.

16   Q.    Was DIRECTV ever requested to verify whether the  
17        commercial, slash, residential subscription type  
18        and its records was correct?

19                    MR. LONSTEIN: In this case?

20                    MR. OVERHAUSER: Yeah, in this case.

21                    MR. LONSTEIN: Objection to form.

22   A.    It's a residential account, and DIRECTV provides  
23        that information as such to either Signal  
24        Auditing or Lonstein Law Offices.

25   Q.    Okay. Did DIRECTV undertake any investigation to

1       find out whether or not the DIRECTV receivers at  
2       the Texas Corral restaurants were originally  
3       installed by an authorized DIRECTV retailer?

4                    MR. LONSTEIN: Objection to form.

5   A. I don't know.

6   Q. Did DIRECTV, before this lawsuit was filed, ever  
7       receive any documents from Craig Spencer about  
8       installation of DIRECTV equipment at the Texas  
9       Corral restaurants?

10                  MR. LONSTEIN: Objection to form.

11   A. I don't think so.

12   Q. Did DIRECTV just rely on what Signal Auditing and  
13       Lonstein Law Offices did in deciding whether or  
14       not to file this lawsuit?

15                  MR. LONSTEIN: Objection to form,  
16       misstates the evidence.

17   A. By us providing an account number that is tied  
18       to -- that is in a residential type, I believe we  
19       provided some information to Lonstein or Signal  
20       Auditing that there seems -- there appears to be  
21       interception in play.

22   Q. Okay. What made you conclude that it was  
23       interception as opposed to somebody just making a  
24       mistake when setting up the information in  
25       DIRECTV's databases?

1 MR. LONSTEIN: Objection to form.

2 A. I don't know. I wasn't part of that decision.

3 Q. Who was?

4 A. Either at the account setup or during the  
5 investigation.

6 Q. Who was?

7 A. For which piece?

8 Q. For determining whether or not the information in  
9 DIRECTV's database was correct as far as  
10 designating it as commercial versus residential.

11 MR. LONSTEIN: Objection to form.

12 A. During the account activation?

13 Q. Yes.

14 A. We rely on our sales channel, in this particular  
15 case, a dealer, to tell us what type of property  
16 that account has been activated at, and then we  
17 will input those in our systems and operate it as  
18 such.

19 Q. And before filing a lawsuit did DIRECTV verify  
20 whether that information was accurately entered  
21 in this case?

22 MR. LONSTEIN: Objection to form.

23 A. I don't know.

24 Q. How has DIRECTV compensated Lonstein Law Offices  
25 for its work in connection with this case?

1 MR. LONSTEIN: Objection.

2 A. I don't know.

3 Q. Can you look at Topic Number 13?

4 A. Which document are you referencing?

5 Q. Of the Notice of Deposition.

6 A. Okay.

7 Q. I believe it reads: The attorney's fees you seek  
8 to recover and the agreements pursuant to which  
9 you have incurred such attorney's fees.

10 Did I read that accurately?

11 A. You did.

12 Q. So is DIRECTV seeking to recover attorneys' fees  
13 in this case?

14 MR. LONSTEIN: Objection to the form of  
15 the question; in addition, an objection is made  
16 that the statutory provision for --

17 MR. OVERHAUSER: We don't --

18 MR. LONSTEIN: I'm making --

19 MR. OVERHAUSER: -- need a talking  
20 objection. Just say you object to the form of  
21 the question --

22 MR. LONSTEIN: Mr. Overhauser --

23 MR. OVERHAUSER: -- and stop coaching.

24 MR. LONSTEIN: I'm not coaching the  
25 witness. I'm making a legal objection, part of

1       which calls for a legal conclusion. The  
2       attorneys' fees provision, as you're well aware  
3       under Section 605 or 553, do not come into play  
4       until after and such time that a determination of  
5       liability is made.

6           To the extent that the witness can answer  
7       the question within his competency, you're free  
8       to inquire, but that question at this point is  
9       not seasonable in our opinion. That's our  
10      objection.

11           MR. OVERHAUSER: Not seasonable?

12           MR. LONSTEIN: Uh-huh.

13           MR. OVERHAUSER: I don't think I've  
14      ever heard that one before.

15 BY MR. OVERHAUSER:

16 Q. Let me ask the question again. What attorneys'  
17      fees is DIRECTV seeking to recover in this case?

18 A. I don't know.

19 Q. Has DIRECTV paid anything to Lonstein Law Offices  
20      for attorneys' fees incurred in this case?

21 A. I don't know.

22 Q. Do you know whether Lonstein Law Offices is being  
23      paid on a contingent fee basis for its services  
24      in this case?

25 A. I don't know.

1 Q. Do you know whether DIRECTV has incurred any  
2 attorneys' fees in this case?

3 A. I don't know.

4 Q. I think I may have asked this and I apologize if  
5 I ask it again, but just to make sure, is it your  
6 understanding that for each DIRECTV receiver that  
7 has been associated with the account at issue in  
8 this case that the receiver was originally  
9 supplied by DIRECTV to Craig Spencer?

10 A. Are you referencing a particular question on this  
11 document we're looking at or a different  
12 document?

13 Q. Number 12. Number 12, I guess.

14 A. Number 12, okay. For each DIRECTV receiver that  
15 has been associated with your account number, the  
16 identity of the person or entity to whom you  
17 supplied the DIRECTV receiver.

18 I don't know how the receivers have worked  
19 through the supply chain in this particular case.

20 Q. Is there someone else at DIRECTV that would know?

21 A. Perhaps.

22 Q. Who would that be?

23 A. Somebody in our supply chain.

24 Q. Did you contact anyone in your supply chain to  
25 try to find out the answer to that question in

1 preparation for this deposition?

2 A. I did not.

3 Q. Why not?

4 A. I didn't think of it.

5 Q. Did you understand that you had an affirmative  
6 obligation to prepare yourself so that you could  
7 testify as to the knowledge of everyone in  
8 DIRECTV with respect to the topics on this Notice  
9 of Deposition?

10 MR. LONSTEIN: Objection to form,  
11 argumentative.

12 A. I did.

13 Q. Did you do that?

14 A. I think I did, to the best of my ability.

15 Q. Can you tell me why you didn't contact someone in  
16 supply chain to find out the information about  
17 Number 12?

18 MR. LONSTEIN: Objection to form.

19 A. I didn't think about it.

20 Q. Can you tell me why you didn't contact someone  
21 who knows about paying Lonstein Offices to find  
22 out information about Number 13?

23 MR. LONSTEIN: Objection; misrepresents  
24 the testimony that the witness gave.

25 A. That would be somebody in our legal department.

1 Q. And did you contact someone in your legal  
2 department to find out about the attorneys' fees  
3 DIRECTV is seeking to recover and the agreements  
4 that it has for incurring those attorneys' fees?

5 MR. LONSTEIN: Objection to form to the  
6 extent it calls for privilege information, also  
7 misstates the evidence. If you can answer the  
8 question, go ahead.

9 A. I did not get that information from John Green.

10 Q. Did you try?

11 MR. LONSTEIN: Objection to form.

12 A. I did not.

13 Q. Why not?

14 A. I didn't think of it.

15 Q. Let me direct your attention to Exhibit 5 one  
16 more time, the customer agreement. Now, does  
17 DIRECTV --

18 MR. LONSTEIN: Now, 5 is the document  
19 you gave to Mr. Mader --

20 MR. OVERHAUSER: Yes.

21 MR. LONSTEIN: -- representing to be a  
22 customer agreement copy?

23 MR. OVERHAUSER: Yeah.

24 BY MR. OVERHAUSER:

25 Q. Okay. Let me just ask this generically. How

1 does DIRECTV authorize others to receive its pay  
2 TV electronic communications?

3 A. I don't understand the term "others."

4 Q. Okay. How does DIRECTV authorize people to  
5 receive its pay TV electronic communications?

6 MR. LONSTEIN: Objection to form.

7 A. When a person, such as a dealer, communicates  
8 with DIRECTV and indicates that an account needs  
9 to be activated and these are the associated  
10 set-top boxes with that account and this is the  
11 proper account type and the programming that the  
12 customer requests, we will activate it based on  
13 some parameters, like credit scoring and the  
14 like. So we've done all of those things and then  
15 we will activate it based on the reliance of a  
16 sales channel dealer or somebody else in sales.

17 Q. And by activating, you mean you're activating a  
18 receiver, right?

19 A. Or activating an account.

20 Q. Okay. And for the person to -- for the account  
21 holder to get the programming, their receiver  
22 needs to be activated. correct?

23 A. Yes.

24 Q. The same thing as their receiver needs to be  
25 authorized, correct?

1 A. Agree.

2 Q. And once the receiver is authorized, people can  
3 watch TV programming through that receiver,  
4 right?

5 MR. LONSTEIN: Object to the form of  
6 the question.

7 A. Correct.

8 Q. What are DIRECTV's proprietary rights in the  
9 communications that you allege that any defendant  
10 has unlawfully received or intercepted?

11 MR. LONSTEIN: Objection to the extent  
12 it calls for a legal conclusion. You can answer  
13 the question.

14 A. I don't know.

15 Q. Prior to this deposition did you try to talk to  
16 others at DIRECTV to find out the answer to that  
17 question?

18 A. I did not.

19 Q. With regard to Exhibit 7, which are the two  
20 letters from Lonstein Law Offices dated June 27,  
21 2014, did DIRECTV approve these letters before  
22 they were sent?

23 MR. LONSTEIN: Object to form.

24 A. I don't know.

25 Q. Before this deposition did you take any efforts

1 to try to find out whether DIRECTV approved those  
2 letters?

3 A. I did not.

4 MR. LONSTEIN: The same objection.

5 A. I did not.

6 Q. With regards to the decision that was made to  
7 de-activate the DIRECTV receivers at the Texas  
8 Corral restaurants, do you know whether that  
9 decision was made on June 27, 2014 or earlier?

10 A. I don't.

11 Q. Did you prior to this deposition try to find out  
12 who was involved in that decision to de-activate  
13 the receivers?

14 MR. LONSTEIN: Objection; asked and  
15 answered.

16 A. I don't -- I don't know who did that.

17 Q. Did you try to find out before coming here today  
18 for your deposition?

19 A. I did not.

20 Q. When a DIRECTV receiver is de-authorized, does it  
21 display any kind of a message?

22 A. Yes.

23 Q. What does that message say?

24 MR. LONSTEIN: Objection to form.

25 A. I don't specifically know.

1 Q. As best you can paraphrase it, what does it say?

2 MR. LONSTEIN: Objection to form.

3 A. You are not authorized to receive this  
4 programming.

5 Q. To the best of your knowledge, was a message like  
6 that displayed at the Texas Corral?

7 MR. LONSTEIN: Objection.

8 A. I don't know.

9 Q. During what time period has DIRECTV had a  
10 business relationship with Craig Spencer?

11 MR. LONSTEIN: Objection to form.

12 A. I'm sorry, repeat that, please.

13 Q. During what time period has DIRECTV had a  
14 business relationship with Craig Spencer?

15 A. I believe I saw a document that it indicated that  
16 Craig had had some sort of business dealings with  
17 DIRECTV since the '90s. I don't specifically  
18 know when. But I believe it was in one of the  
19 documents that he provided or that I saw.

20 Q. Okay. Have you investigated DIRECTV's own  
21 records to find out what they state with regard  
22 to the business relationship?

23 A. I have not.

24 MR. LONSTEIN: Objection; asked and  
25 answered.

1 Q. What is your understanding as to whether or not  
2 DIRECTV still has, as of today, a business  
3 relationship with Craig Spencer?

4 MR. LONSTEIN: Asked and answered.

5 A. I don't know.

6 Q. Have you undertaken any efforts in preparation  
7 for this deposition to find out about the  
8 business relationships between Craig Spencer and  
9 DIRECTV?

10 A. I did.

11 Q. And what were those efforts?

12 A. I asked our counsel, John Green, whether we had a  
13 current relationship with Craig Spencer.

14 Q. And what is your understanding as to whether or  
15 not DIRECTV has a current relationship with Craig  
16 Spencer?

17 A. I don't know.

18 MR. LONSTEIN: Note my objection to  
19 privilege communication. You can answer.

20 A. I don't know.

21 MR. LONSTEIN: Paul, what's your  
22 timeframe look like?

23 MR. OVERHAUSER: Do you want to take a  
24 break, lunch?

25 MR. LONSTEIN: No. Just maybe -- no,

1 not lunch necessarily, just, you know, a  
2 walk-around break. I mean, we've been going two  
3 straight hours.

4 THE COURT REPORTER: I need to plug in  
5 my computer.

6 MR. LONSTEIN: Yeah.

7 MR. OVERHAUSER: Yeah, we can break for  
8 ten, five, ten minutes.

9 MR. LONSTEIN: Sure.

10 MR. OVERHAUSER: Is that okay?

11 (A brief recess is taken, after which  
12 the following proceedings are had.)

13 BY MR. OVERHAUSER:

14 Q. Do you know whether there were any communications  
15 exchanged between DIRECTV or its counsel and  
16 Craig Spencer relating to this suit between  
17 June 1st, 2014 and March 1st of 2015?

18 MR. LONSTEIN: Objection to form to the  
19 extent it calls for privilege information. You  
20 can answer.

21 A. I don't know.

22 Q. In preparing for this deposition did you  
23 undertake to attempt to identify the dates and  
24 content of all communications exchanged between  
25 DIRECTV or its counsel and Craig Spencer that

1 relate to any defendant after June 1 of 2014?

2 MR. LONSTEIN: The same objection.

3 A. I did not.

4 Q. Why not?

5 A. That's our legal department's function in my  
6 opinion.

7 Q. Is it your understanding that Craig Spencer  
8 received residual payments for the installation  
9 of the DIRECTV system at the Texas Corral?

10 MR. LONSTEIN: Objection to the form of  
11 the question to the extent it misstates the  
12 facts. You can answer.

13 A. I did see a document that indicated from Craig  
14 that he was receiving residual payments at some  
15 point. I don't know when it started and when it  
16 ended related to the account.

17 Q. So there was a document that you saw that came  
18 from Craig Spencer that said that?

19 A. Yes. I believe it was a declaration.

20 Q. Before this deposition, did you undertake to  
21 research any information of DIRECTV about the  
22 dates and amounts of residual payments it made to  
23 Craig Spencer?

24 MR. LONSTEIN: Objection to form.

25 A. I did not.

1 Q. And why not?

2 A. I didn't think of it.

3 Q. Does DIRECTV allege that any of the defendants  
4 entered into any agreement with DIRECTV?

5 MR. LONSTEIN: Objection to form.

6 A. I don't know.

7 Q. Are you aware of any agreements between any  
8 defendant and DIRECTV?

9 MS. DeVORE: Are we talking about just  
10 the federal action defendants or are we talking  
11 about all defendants in all of the cases?

12 MR. LONSTEIN: Objection to form.

13 THE WITNESS: I don't know the  
14 procedures there. Are you supposed to answer the  
15 question or I answer it?

16 MR. LONSTEIN: You can answer it, you  
17 can answer if you know the answer, sure.

18 A. I don't know.

19 Q. Before you came here for this deposition did you  
20 attempt to educate yourself as to whether or not  
21 there were any agreements between any defendant  
22 and DIRECTV?

23 MR. LONSTEIN: Objection to the form of  
24 the question.

25 A. No, I did not educate myself on that particular

1 matter.

2 Q. Who does DIRECTV claim to be the owner of any  
3 satellite dish that was used to intercept  
4 DIRECTV's signals in this case?

5 MR. LONSTEIN: Objection to form.

6 A. I don't specifically know who owns a satellite  
7 dish that's in question in this case.

8 Q. Who owns the DIRECTV receivers that were in the  
9 Texas Corral restaurants?

10 MR. LONSTEIN: Objection to form.

11 A. DIRECTV typically owns receivers that are  
12 attached to a residential account.

13 Q. Does DIRECTV claim to own the receivers in the  
14 Texas Corral restaurants that were allegedly used  
15 to intercept DIRECTV signals?

16 MR. LONSTEIN: Objection to form.

17 A. In the event that there were receivers attached  
18 to the residential account in question that we've  
19 previously discussed, that they are residential  
20 receivers, DIRECTV, through our lease agreement,  
21 technically owns those receivers.

22 Q. Does DIRECTV claim to have a lease agreement with  
23 any defendant?

24 A. I don't know.

25 Q. In appearing for this deposition, is there

1 anything that you did to try to find out who  
2 DIRECTV claims to be the owner of any satellite  
3 dish, receiver, or other equipment that DIRECTV  
4 claims to have been used by any defendant to  
5 intercept programming?

6 MR. LONSTEIN: Objection to form.

7 A. I don't think so.

8 Q. Can you tell me how, when, and where any  
9 communication that you allege, that DIRECTV  
10 alleges has been improperly intercepted was  
11 encrypted and decrypted?

12 MR. LONSTEIN: Objection to form.

13 A. I'm not clear on the question. You --

14 Q. Okay.

15 A. -- said how, when, and where. That's a lot  
16 there --

17 Q. Maybe --

18 A. -- for me.

19 Q. Maybe we can break this down.

20 A. Okay.

21 Q. I think you testified previously that you were  
22 not aware of any specific TV programming that had  
23 been intercepted by any defendant, correct?

24 MR. LONSTEIN: Objection; asked and  
25 answered.

1 A. Yes, I believe that's how I answered.

2 Q. Okay. So if you're not aware of any specific  
3 programming, you wouldn't know whether, or when,  
4 or how that programming was encrypted or  
5 decrypted?

6 A. Correct.

7 MR. LONSTEIN: Objection.

8 BY MR. OVERHAUSER:

9 Q. So you don't know. Okay.

10 Are you aware of a meeting -- strike that.  
11 Are you aware of a telephone conference call that  
12 took place between any employees of DIRECTV  
13 Lonstein Law Offices and Craig Spencer in either  
14 March, April or May of this year?

15 MR. LONSTEIN: Objection to form,  
16 objection to attorney work product privilege, to  
17 the extent it exists. You can answer the  
18 question.

19 A. I don't recall.

20 Q. Do you know whether such a phone conference  
21 occurred?

22 MR. LONSTEIN: The same objection.

23 A. I don't know.

24 Q. Just so I'm clear, in preparing for this  
25 deposition did you do anything to educate

1 yourself as to any communications that DIRECTV or  
2 its counsel exchanged with Craig Spencer during  
3 telephone conference calls between March 1st of  
4 2015 and June 4th of 2015?

5 MR. LONSTEIN: Objection to form.

6 A. I did not.

7 Q. Why not?

8 A. I didn't think of it.

9 Q. When was the first time that you saw the topics  
10 on the Notice of Deposition in Exhibit 1?

11 A. Probably a couple of weeks ago. I don't remember  
12 the specific date.

13 Q. Can you tell me what efforts you took to prepare  
14 yourself to address the topics on the Notice of  
15 Deposition?

16 MR. LONSTEIN: Objection to form.

17 A. I met with counsel and they provided me a number  
18 of documents for me to look at.

19 Q. One of the documents was a declaration of Craig  
20 Spencer, correct?

21 MR. LONSTEIN: Objection to form.

22 A. Yes.

23 Q. And what other documents did you look at?

24 A. The auditor affidavits, some legal documents that  
25 I'm not -- I don't know what specific legal

1 documents there were, but it was some of the  
2 items that were produced in this case between the  
3 two law offices.

4 Q. Was it a process where they were telling you what  
5 information they wanted you to know, or was it a  
6 situation where you were going through the  
7 itemized list of topics and asking them for  
8 information?

9 MR. LONSTEIN: Objection to form to the  
10 extent it's privilege. You can answer.

11 A. I walked through the documents that they wanted  
12 me to review.

13 Q. Did you go by each of the numbered points in the  
14 topics for this deposition with them?

15 A. I believe we did.

16 0. Are you sure that you did?

17 A. No.

18 Q. When you met with Mr. Green, was there any  
19 discussion about phone conversations that he had  
20 had with Craig Spencer?

21 MR. LONSTEIN: Objection to form,  
22 content. You can answer yes or no.

23 A. No.

24 Q. Do you have an understanding as to whether or not  
25 Chris -- I'm sorry, do you have an understanding

1 as to whether or not Craig Spencer was ever told  
2 that he had been sued by William and Victor  
3 Spina?

4 MR. LONSTEIN: Objection to form.

5 A. I believe I saw in one of the documents that  
6 there was an exchange between Craig Spencer and  
7 one of the Spinas, and I saw a text message that  
8 had said something to the effect of: Did you sue  
9 me?

10 Q. Have you had any discussions with DIRECTV  
11 personnel about that issue?

12 MR. LONSTEIN: Objection to form.

13 A. Yes.

14 Q. And who were those conversations with?

15 A. On the DIRECTV side, with counsel, Chris, here  
16 had -- I had asked him a clarifying question  
17 about that, saying, was -- were those two  
18 involved in a lawsuit with each other, and he had  
19 indicated to me as no.

20 Q. The complaints in this action suggest that  
21 sometimes persons sign up for a residential  
22 DIRECTV account but then move the equipment to a  
23 business in order to circumvent payment of higher  
24 subscription fees.

25 MR. LONSTEIN: Objection to form.

1 BY MR. OVERHAUSER:

2 Q. Does DIRECTV have any information that that  
3 occurred in this case?

4 A. I don't believe so.

5 Q. I'm real close to being done. This may be my  
6 last question but I just want to make sure I got  
7 it.

8 Do you have any -- do you know whether any  
9 allegedly intercepted -- strike that. Do you  
10 know whether any communication that DIRECTV  
11 alleges to have been intercepted was decrypted or  
12 encrypted?

13 MR. LONSTEIN: Objection to form.

14 A. In our Exhibit 2 that we have reviewed together  
15 earlier this morning, we talked about DIRECTV  
16 being encrypted and decrypted in the cycle of  
17 people viewing the programming. So I would say  
18 that in every instance that DIRECTV broadcasts  
19 signal and people view it, there is an encryption  
20 and a decryption that goes along with that.

21 Q. And what equipment decrypts the signal?

22 A. The DIRECTV receiver along with the smart card.

23 Q. Okay. So when the signal goes from the DIRECTV  
24 receiver to the TV it would be decrypted?

25 A. I don't know.

1 Q. Well, if the receiver decrypts it, how could it  
2 -- does it re-encrypt it to send it to the TV?

3 MR. LONSTEIN: Objection to form.

4 A. I don't know.

5 Q. So you don't know for sure whether the signals  
6 that were allegedly intercepted were ever  
7 decrypted?

8 MR. LONSTEIN: Objection to form.

9 A. What I think I started earlier this morning was,  
10 I don't know the interaction between the DIRECTV  
11 receiver and all televisions in the universe  
12 about whether there's an encryption or a  
13 decryption or some version of both of those that  
14 happens between the receiver and the TV.

15 If somebody is viewing television and it is  
16 attached to an activated DIRECTV receiver, there  
17 probably is a safe assumption that it has been  
18 decrypted along the way for that person to view  
19 the DIRECTV signal.

20 Q. What payments has DIRECTV or its counsel made to  
21 Kevin Karlak from January 1, 2014 to the present?

22 MR. LONSTEIN: Objection to form,  
23 objection on a privilege basis. You can answer.

24 A. I don't know.

25 Q. Before coming here for this deposition, did you

1       undertake to try to educate yourself on what  
2       payments DIRECTV or its counsel made to Kevin  
3       Karlak from January 1, 2014 to the present?

4                    MR. LONSTEIN: The same objection.

5   A. I did not.

6   Q. And why not?

7   A. I didn't think to do so.

8   Q. What damages does DIRECTV seek to recover in this  
9       case?

10                  MR. LONSTEIN: Objection; asked and  
11        answered. If you know.

12   A. Based on my best ability to read the complaint,  
13       it's the damages that are set forth in the  
14       complaint.

15   Q. Okay. And is DIRECTV seeking to recover damages  
16       to its reputation from the activities of the  
17       defendants?

18                  MR. LONSTEIN: Objection to form.

19   A. Could you point me to the correct document where  
20       that might be asserted?

21   Q. Well, if we look at Exhibit 3 and flip to page  
22       Number 8, paragraph 28 --

23   A. Okay.

24   Q. -- it mentions DIRECTV's goodwill and reputation  
25       has been -- have been usurped. Do you see that?

1 A. Yes.

2 Q. So is DIRECTV trying to recover damages to its  
3 goodwill and reputation?

4 MR. LONSTEIN: Objection; it calls for  
5 a legal conclusion. You can ask if you know --  
6 answer it if you know.

7 A. This says that DIRECTV's goodwill and reputation  
8 have been usurped --

9 MR. LONSTEIN: Usurped.

10 A. Usurped, sorry. And I don't see specifically  
11 here where we're trying to recover for that  
12 goodwill or reputation in this paragraph here.

13 Q. Okay. But if we go back to page 11 --

14 A. Okay.

15 Q. -- subsection C and D, it does say that DIRECTV  
16 is trying to recover actual damages, right?

17 MR. LONSTEIN: Objection to the extent  
18 the documents speaks for itself. You can answer.

19 A. It says here: DIRECTV requests, as an  
20 alternative, judgment for actual damages, plus  
21 damages equal to any profits attributable to  
22 Defendants' violations of 18 U.S.C. 2511.

23 Q. So if part of DIRECTV's actual damages include  
24 damages to its reputation, it's trying to recover  
25 them in this lawsuit; would you agree?

1 MR. LONSTEIN: Objection to the form of  
2 the question.

3 MR. SMITH: I'm also going to object  
4 because that misstates what's requested in  
5 prayer.

6 MS. DeVORE: I join in the objection.

7 A. I don't know. I'm not an attorney.

8 Q. In preparation for this deposition, did you  
9 endeavor to educate yourself as to the damages  
10 DIRECTV is seeking to recover?

11 MR. LONSTEIN: Objection to the form.

12 A. No.

13 Q. Well, why not?

14 MR. LONSTEIN: The same objection.

15 A. I didn't think so -- to do so, and to me that's  
16 our attorneys' job responsibilities.

17 Q. Well, you're DIRECTV's corporate representative.

18 MR. LONSTEIN: Objection;  
19 argumentative.

20 Q. Right?

21 A. That is correct.

22 MR. OVERHAUSER: What are we on?

23 (Defendants' Exhibit No. 10 was marked  
24 for identification.)

1 BY MR. OVERHAUSER:

2 Q. Let me hand you what's been marked as Exhibit  
3 No. 10, which is a DIRECTV press release dated  
4 December 28, 2006. It says the contact person is  
5 Jade Ekstedt at the bottom. Do you know that  
6 person?

7 A. I do.

8 Q. Okay. Were you familiar with this announcement  
9 that DIRECTV programming would be available  
10 through the Denver International Airport?

11 MR. LONSTEIN: Are you asking if he's  
12 familiar with the document or the contents of the  
13 document?

14 MR. OVERHAUSER: Neither.

15 MR. LONSTEIN: Neither? Objection to  
16 the question. There's no question then.

17 MR. OVERHAUSER: Could you repeat the  
18 question, please.

19 (The requested material was read back  
20 by the court reporter.)

21 A. I was not.

22 Q. Okay. Do you know for a fact whether or not  
23 DIRECTV programming is available through the  
24 Denver International Airport?

25 A. I do not.

1 Q. Was DIRECTV requested to produce in this  
2 litigation the agreement pursuant to which  
3 DIRECTV programming would be made available at  
4 the Denver International Airport?

5 MR. LONSTEIN: Objection to form.

6 A. I don't know.

7 Q. Would you agree that the Denver International  
8 Airport is a public place?

9 MR. LONSTEIN: Objection to form.

10 A. Yes.

11 Q. And the first sentence here says that it has more  
12 than 900,000 travelers expected to pass through  
13 in the holiday season of December of 2006. Do  
14 you see that?

15 A. I do.

16 Q. So would any of them have been able to see  
17 DIRECTV programming at the airport?

18 MR. LONSTEIN: Objection to form.

19 A. It looks like they can, based on this document.  
20 I don't have any actual witness of whether they  
21 do or don't.

22 Q. Is it DIRECTV's position that travelers passing  
23 through Denver International Airport that see  
24 DIRECTV programming are authorized to see that  
25 programming or unauthorized to see the

1 programming?

2 MR. LONSTEIN: Objection to form. If  
3 you know.

4 A. I don't know.

5 Q. You don't know. So it's possible that all of  
6 those travelers could be intercepting DIRECTV  
7 signals when they see the programming at the  
8 airport?

9 MR. LONSTEIN: Objection to form.

10 A. No. I just -- as I indicated before, I get  
11 confused about the word "authorized." I would  
12 say that they're legitimate viewers, based on  
13 what this document says, is we have some sort of  
14 agreement between DIRECTV and the Denver  
15 International Airport and their audience that  
16 passes through that airport.

17 Q. And their audience is the public, right?

18 A. It's the public that has travel documents that  
19 allow them to pass through the Denver  
20 International Airport.

21 Q. And other members of the public, right?

22 MR. LONSTEIN: Objection to form.

23 MR. OVERHAUSER: I have no further  
24 questions at this time.

25 MR. LONSTEIN: Counsel, I defer to your

1 local wisdom, knowledge.

2 MR. SMITH: Well, given the fact that  
3 the attorney who represents DIRECTV in my lawsuit  
4 is not present, I'm a little uncomfortable asking  
5 questions of this witness. So I would suggest  
6 that if we need to ask questions of this witness  
7 that we will contact you and hopefully you remake  
8 him available in our lawsuit, or the lawyer who  
9 is representing DIRECTV in our lawsuit will agree  
10 to make him available.

11 MR. LONSTEIN: I certainly think that  
12 that's a sound position because it's beyond my  
13 issues in the federal court case anyway, and  
14 unfortunately, the circumstances were a little  
15 bit short notice so we can't do that.

16 From the perspective of Plaintiff, we don't  
17 have any redirect questions of Mr. Mader. So  
18 thank you very much --

19 MS. DeVORE: Owners --

20 MR. LONSTEIN: -- at this time.

21 MS. DeVORE: I'm sorry. Owners would  
22 just join in with the same circumstances as the  
23 state lawsuit --

24 MR. LONSTEIN: And --

25 MS. DeVORE: -- as stated.

1 MR. LONSTEIN: -- I just want to put on  
2 the record that to the extent that any  
3 information was mentioned in this deposition or  
4 any documents shared, that we not disseminate it  
5 to any third parties until such time as the  
6 appropriate protective orders are in place for  
7 all parties to the litigation.

8 MR. SMITH: That is agreeable with us.

9 MR. OVERHAUSER: For the record --

10 MS. DeVORE: And with us.

11 MR. OVERHAUSER: -- do you claim that  
12 any documents that have been made an exhibit are  
13 confidential?

14 MR. LONSTEIN: I don't know. And I  
15 don't know whether testimony -- there are legal  
16 considerations I can't answer to at this point,  
17 so I don't want to waive any possible rights or  
18 privileges that my client may have with respect  
19 to any testimony or documents. I think the sound  
20 thing is to make sure that's in place and that  
21 we're all comfortable, including your clients.

22 MR. OVERHAUSER: Thank you.

23 MR. LONSTEIN: Thank you very much.

24 (Proceedings conclude at 1:07 p.m.)

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KENT MADER

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STATE OF INDIANA      )  
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COUNTY OF MARION      )

CERTIFICATE OF COURT REPORTER

I, Tracie L. Reemer, a Notary Public at large in and for the State of Indiana, do hereby certify that KENT MADER, was by me first duly sworn to tell the truth in the above entitled cause of action; that the foregoing deposition was taken on behalf of the Defendants at the dates and times mentioned herein.

I further certify that said deposition was taken down in shorthand notes and afterwards reduced to typewriting by me and that the typewritten transcript is a true and complete record of the testimony given by said witness.

I do further certify that I am a disinterested person in this cause of action; that I am not a relative or attorney of either party or otherwise interested in the event of this action, and I am not in the employ of the attorneys for either party.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 11<sup>th</sup> day of January, 2016.

Tracie L. Reemer  
Tracie L. Reemer  
Notary Public

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My Commission Expires:  
December 2, 2016

County of Residence:  
Marion County